Exhibit 4-B

Defendants Motion for Summary Judgment

CAUS	E NO. 34	12-258269-12 RAPE THOM AS THOM
ABOSEDE EBOWEME,	§	IN THE DISTRICT COURTOF 3 2
Plaintiff,	§ § §	9: 24 ERR
v.	§	342nd JUDICIAL DISTRICT
GMAC MORTGAGE, LLC, et.	. al., § §	
Defendants	§	TARRANT COUNTY, TEXAS

DEFENDANTS' MOTION FOR SUMMARY JUDGMENT

COMES NOW Defendants GMAC Mortgage, LLC ("GMAC"), Bank of America, National Association as Successor by Merger to LaSalle Bank National Association as Trustee for RAMP 200RP2 ("BOA"), Bank of New York Mellon Trust Company, Americas, incorrectly identified as Bank of New York Mellon ("BONY") (collectively "Defendants") and hereby file this Motion for Summary Judgment seeking dismissal of the claims of Abosede Eboweme ("Plaintiff") because:

- Plaintiff's wrongful foreclosure claim is not actionable because Defendants had demonstrable standing to initiate foreclosure, Plaintiff remains in possession of the Property and Plaintiff has not alleged an insufficient sales price.
- Defendants did not violate a bankruptcy stay.
- Defendants are not "debt collectors" within the meaning of Texas Fair Debt Collection Practices Act.

- Plaintiff has not articulated an actionable claim for intentional infliction of emotional distress.
- Plaintiff has unclean hands.

I. STATEMENT OF UNDISPUTED FACTS

- This matter concerns a \$123,500.00 Note executed by Plaintiff on February
 25, 2002 in favor of Aegis Mortgage Corporation.¹
- 2. The Note was secured by a Deed of Trust concerning real property located at 4617 Covington Court, Grand Prairie, Texas (the "Property").²
- 3. The Deed of Trust, which named Mortgage Electronic Registration Systems, Inc. ("MERS") as its beneficiary, was recorded in the Tarrant County Property Records on February 28, 2002.³
- 4. The Note was subsequently negotiated via endorsements to Residential Funding Company, LLC.⁴
- 5. Homecomings Financial, LLC ("Homecomings") was the servicer of the account until July 1, 2009 when GMAC assumed the servicing of the loan.⁵

¹ Note, attached as Exhibit A.

² Certified copy of the Deed of Trust, attached as **Exhibit B.**

³ *Id*.

⁴ Exhibit A.

⁵ Affidavit of GMAC, ¶ 4, attached as Exhibit C.

- 6. Plaintiff defaulted under the terms of the Note and Deed of Trust, prompting Homecomings, and GMAC successively to send notices of default on the subject property beginning in June 2005 that advised of the amount due on the account and the consequences of not correcting the default.⁶
- 7. Homecomings offered Plaintiff a loan modification on October 10, 2008 that included a reduced monthly payment of \$939.03 and an initial modified interest rate of 3%. The modification also waived all outstanding late charges. Plaintiff rejected that loan modification offer. 8
- 8. On February 27, 2009, Plaintiff filed for Chapter 11 bankruptcy protection in the United States Bankruptcy Court for the Northern District of Texas—Fort Worth Division ("Bankruptcy Court"), case number 09-41144.
- 9. On February 14, 2011, the Bankruptcy Court granted BOA's *Motion for Relief from Stay*, lifting the automatic stay as to BOA's activities concerning the Property.¹⁰
- 10. Plaintiff's default continued, causing GMAC Mortgage, LLC to issue a final Notice of Default on March 7, 2011. That notice indicated the account was due

 $^{^6}$ Affidavit of GMAC, $\P\P$ 8, 11.

⁷ 10/10/08 Loan Modification, attached as **Exhibit 1** to Affidavit of GMAC.

⁸ Petition, p. 5.

⁹ See In re Eboweme, 09-41144 (Bankr. N.D. Tex.).

¹⁰ Order Granting Relief from Stay, attached hereto as Exhibit D.

for the September 1, 2008 payment and that Plaintiff owed \$39,346.75 in past due amounts as of that date. 12

- 11. On June 14, 2011, MERS executed an Assignment of Deed of Trust ("Assignment") in favor of "Bank of America, National Association as successor by merger to LaSalle Bank National Association as Trustee" ("LaSalle"). BOA is the successor to LaSalle due to corporate merger. 14
- 12. On August 16, 2011, a Notice of Sale was sent to Plaintiff concerning a scheduled September 16, 2011 foreclosure sale.¹⁵
- 13. On September 6, 2011, the Property was sold at a foreclosure sale as reflected by a Foreclosure Deed in favor of BOA which was recorded on October 18, 2011.¹⁶
- 14. Plaintiff instituted the present action on March 6, 2012 by filing the *Original Petition for Wrongful Foreclosure and Application for Temporary Restraining Order and Injunctive Relief* ("Petition"). ¹⁷ Plaintiff alleges cause of action for

¹¹ 3/07/11 Notice of Default, attached as **Exhibit 2** to Affidavit of GMAC.

¹² *Id*.

¹³ Certified copy of the 6/14/11 Assignment of Mortgage is attached hereto as Exhibit E.

¹⁴ Certified copy of Corporate Merger Certificate, attached hereto as Exhibit F.

¹⁵ Notice of Sale, attached as **Exhibit 3** to Affidavit of GMAC.

 $^{^{16}}$ Certified copy of Foreclosure Deed, attached as Exhibit G.

¹⁷Plaintiff filed a separate case against GMAC, BOA and various other Defendants based on largely the same allegations, which Plaintiff voluntarily dismissed on September 29, 2011. See

wrongful foreclosure, lack of standing to foreclose, violations of a bankruptcy stay, violations of the Real Estate Settlement Procedures Act ("RESPA"), violations of Texas Finance Code Section 392.30, Texas Deceptive Trade Practices Act ("DTPA"), violations of Texas Finance Code Section 392.304, Debt Collection Practices Act ("DCPA"), and intentional infliction of emotional distress ("IIED").¹⁸

15. To date, Plaintiff has not requested service against Defendants, ¹⁹ but in the interest of efficient resolution, GMAC, BOA and BONY move this Court for summary judgment on the below-described basis. ²⁰

II. STANDARD OF REVIEW

A defendant that conclusively negates at least one of the essential elements of a plaintiff's cause of action is entitled to summary judgment. 21 "Once a movant

Order granting voluntary dismissal in *Eboweme v. GMAC Mortgage, et. al.*, case number 4:11-CV-466-Y (N.D. Tex.), attached hereto as **Exhibit H.**

¹⁸ Petition, pp. 2-3; 7-8

¹⁹ Plaintiff also failed to serve defendants in the previously filed federal case.

As outlined in GMAC Mortgage, LLC's Amended Notice of Bankruptcy Filing and Supplemental Servicing Order, Plaintiff's claims against GMAC related to the contested foreclosure and/or eviction at the Property, including the non-monetary components of Eboweme's claim for wrongful foreclosure (Petition, pp. 2-3, 7), and claims for an alleged violation of a the stay in Eboweme's personal bankruptcy (Id, p. 3) are Permitted Claims and may proceed to the extent that they do not include a demand for monetary relief. Conversely, Plaintiff's claims for violations of RESPA (Id., p. 6) and violations of the TDPA, FDCPA (Id., p. 3), and request for relief for IIED (Id., p. 8) are not Permitted Claims. They remain subject to the automatic stay, and the continued prosecution of these claims is prohibited as to GMAC, individually.

establishes a right to summary judgment, the non-movant must expressly present any reasons that would serve to avoid summary judgment and support the response with summary judgment evidence sufficient to raise a fact issue."²²

III. ARGUMENT

a. Plaintiff's claim for wrongful foreclosure fails as a matter of law because Defendants initiated foreclosure pursuant to a properly recorded Assignment of Deed of Trust, a validly negotiated Note, a recorded Deed of Trust, and the lack of legal damage for wrongful foreclosure.

Plaintiff repeatedly alleges that Defendants lacked the power to foreclose on the subject property. Defendants did have standing, however, pursuant to a properly executed Assignment and recorded Deed of Trust. Alternatively, Defendants had standing to initiate foreclosure pursuant to a validly negotiated Note.

i. Plaintiff cannot recover for wrongful foreclosure because the Property has not been sold.

Even assuming Plaintiff's standing argument prevailed, Plaintiff cannot recover damages because, in Texas, "[a] claim for wrongful foreclosure is not available based merely on showing a defect in the foreclosure process; it is also necessary that there be an inadequate *selling price* resulting from the defect."

²¹ Lambe v. Cantrell, 2000 WL 39928, at *1 (Tex.App.-Dallas, Jan. 20, 2000) (citing Cathey v. Booth, 900 S.W.2d 339, 341 (Tex. 1995)).

²² Lambe, 2000 WL 39928, at *1 (citing Westland Oil Dev. Corp. v. Gulf Oil Corp., 637 S.W.2d 903, 907 (Tex.1982)); see also Drake v. Wilson N. Jones Med. Ctr., 259 S.W.3d 386, 388 (Tex.App.-Dallas 2008, pet. denied).

Biggers v. BAC Home Loan Serv'g, LP, 767 F.Supp.2d 725, 729 (N.D. Tex. 2011) (emphasis added) (citing Port City State Bank v. Leyco Constr. Co., 561 S.W.2d 546, 547 (Tex. App. 1977, no writ). Recovery for wrongful foreclosure is allowed only "when the party has suffered a loss or injury due to inconsistencies or irregularities in the foreclosure process." Bittinger v. Wells Fargo Bank N.A., 744 F.Supp.2d 619, 625 (S.D. Tex. 2010) (citing various state law decisions). "[T]he measure of damages is the difference between the value of the property in question at the date of foreclosure and the remaining balance due on the indebtedness." Farrell v. Hunt, 714 S.W.2d 298, 299 (Tex. 1986); In re Greenhaw Energy, Inc., 359 B.R. 636, 645 (Bankr. S.D. Tex. 2007). Finally, borrowers who have retained possession of property following an alleged wrongful foreclosure cannot recover damages on a wrongful foreclosure theory. Baker v. Countrywide Home Loans, Inc., 2009 WL 1810336, at *4 (N.D. Tex. June 24, 2009); See also Charter Nat'l Bank-Houston v. Stevens, 781 S.W.2d 368, 374 (Tex. App. –Houston 1989) (discussing election of remedies in wrongful foreclosure cases).

Plaintiff has not introduced any evidence of an inadequate sales price nor indicated that the sales price was inadequate because no sale occurred. Moreover, Plaintiff remains in possession of the Property as evidenced by the filing of this suit. Thus, Plaintiff does not have an actionable claim for wrongful foreclosure because Plaintiff has suffered no legal damage.

ii. Plaintiff lacks standing to challenge the assignments of deed of trust.

As a basis of an apparent wrongful foreclosure claim, Plaintiff highlighted an alleged lack of demonstrable note ownership and "bifurcation of the note and security instrument [as proven] by an assignment of the mortgage by an intrusive non-party that was not 'Holder in Due Course.'"²³ It is well-established, however, that a plaintiff who is not a party to an assignment of a deed of trust does not have standing to sue based on such documents.²⁴ Plaintiff was clearly not a party to the Assignment.²⁵ As such, Plaintiff lacks standing to advance claims based on that document.

iii. Defendants had standing to foreclose via a recorded assignment of the Deed of Trust.

Plaintiff correctly pointed out that Defendants *did* record an Assignment in the Tarrant County property records. Indeed, an Assignment from MERS, the named beneficiary of the Deed of Trust, to "Bank of America, National

²³ Petition, pp. 7-8.

²⁴ See, e.g., Richard v. CITGroup, 2012 WL 3030348*1-3 (W.D. Tex. Jul. 12, 2012; Kramer v. Fed. Nat. Mortgage Ass'n, 2012 WL 3027990*4 (W.D. Tex. May 15, 2012); Valdez v. Fed. Home Loan Mortgage Corp., 2011 WL 7068386 * 2 (N.D. Tex. Nov. 28, 2011) ("As an initial matter, [Plaintiff] has no standing to contest the various assignments since she was not a party to these assignments."); DeFranceschi v. Wells Fargo Bank, N.A., 2011 WL 3875338, at * 5 (N.D. Tex. Aug. 31, 2011); Stine v. Stewart, 80 S.W.3d 586, 589 (Tex. 2002); MCI Telecommc'n. Corp. v. Tex. Utils. Elec. Co., 995 S.W.2d 647, 651 (Tex. 1999) (citing House v. Houston Waterworks Co., 31 S.W. 179, 180 (Tex. 1895)).

²⁵ See Exhibit E.

²⁶ Petition, p. 7.

Association as successor by merger to LaSalle Bank National Association as Trustee" was executed on June 14, 2011 and recorded on June 27, 2011.²⁷ The foreclosure sale occurred on September 6, 2011. Thus, the public record reflected BOA's power to exercise rights under the Deed of Trust well before the Notice of Sale was executed.²⁸

iv. Defendants had standing to foreclose via a validly negotiated Note and its attendant security interest.

Even assuming there was a defect in the Assignment; Defendants still had standing to initiate foreclosure proceedings via a validly negotiated Note. Determinatively, negotiation of the Note effects transfer of the attendant security instrument. *J.W.D., Inc. v. Fed. Ins. Co.*, 806 S.W.2d 327, 330 (Tex.App.—Austin, 1991) (citing West v. First Baptist Church, 71 S.W.2d 1090, 1099 (Tex. 1934)); see also Lawson v. Gibbs, 591 S.W.2d 292, 294 (Tex.App.—Houston, 1979) (citing Nutt v. Anderson, 87 S.W.2d 760 (Tex.App.—Fort Worth, 1935)).

A party may become a "person entitled to enforce" a Note if they are a: (1) "holder;" (2) "non-holder in possession [of the note] who has the rights of a

²⁷ See Exhibit E.

²⁸ Defendants do not imply that recordation of the assignment is an absolute necessity to exercise rights under the Deed of Trust, just that such an assignment was recorded in the instant case. See TEX. PROP CODE §§ 12.001; 13.001 (Providing that Texas is a permissive recording state and that failure to record only impacts the priority of liens).

²⁹ Tex. Bus. & Com. Code. Ann. § 1-201(b)(21)(A).

holder;"³⁰ and/or (3) a person who demonstrates they are entitled to enforce a lost or stolen Note.³¹ TEX. BUS. & COM. CODE. ANN. § 3-301.³² A "holder" is defined as a person who is in possession of an instrument drawn, issued or indorsed to his order or to bearer or in blank.³³ Where the instrument is payable to order (special indorsement), delivery with the necessary indorsement makes the transferee a holder and a person entitled to enforce.³⁴ Where the instrument is indorsed in blank (without an identified payee) it becomes "bearer paper" and may be negotiated by delivery alone.³⁵

Here, the Note bears a blank indorsement from the original lender, Aegis Mortgage Corporation.³⁶ The Note was then specially indorsed in an allonge from The Bank of New York Trust Company, N.A. as successor to JP Morgan Chase Bank, N.A. as Trustee to Residential Funding Company, LLC ("RFC").³⁷ RFC

 $^{^{30}}$ Tex. Bus. & Com. Code. Ann. § 3-203(b).

³¹ TEX. BUS. & COM. CODE. ANN. § 3-309(a)(iii) & (a)(1)(B).

³² See also November 14, 2011 Report of the Permanent Editorial Board for the Uniform Commercial Code, p. 4-5, attached as Exhibit F.

³³ Tex. Bus. & Com. Code. Ann. § 1-201(20)

³⁴ Tex. Bus. & Com. Code. Ann. § 3-205(a).

³⁵ Tex. Bus. & Com. Code. Ann. § 3-205(b).

³⁶ Exhibit A.

³⁷ *Id*.

then specially endorsed the Note in a separate allonge to itself.³⁸ Finally, the Note was endorsed by RFC to LaSalle.³⁹ BOA is the corporate successor to LaSalle because of corporate merger.⁴⁰ The special indorsement to BOA's corporate predecessor, LaSalle, entitles BOA to initiate foreclosure proceedings—with or without filing the Note (and its transfers) in the property records. Moreover, the Deed of Trust necessarily accompanied the properly negotiated Note; again, with or without recorded assignments. Accordingly, BOA, necessarily acquired standing to initiate foreclosure via the Note's attendant security interest.

b. Defendants did not violate any bankruptcy stay.

Plaintiff alleges that Defendants violated the bankruptcy stay, presumably the one imposed by his Chapter 11 bankruptcy filing in the Bankruptcy Court, case number 09-41144, on February 27, 2009. However, Defendants suspended all foreclosure activities during the pendency of that bankruptcy and only renewed their effort to enforce the security interest after the Bankruptcy Court granted BOA's *Motion for Relief from Stay*, lifting the automatic stay as to the Property on February 14, 2011. The Bankruptcy Court's Order explicitly stated that the "[t]rustee may exercise all rights and pursue all remedies, including foreclosure of

 $[\]overline{^{38}}$ Id.

³⁹ *Id*.

⁴⁰ Exhibit F.

⁴¹ Exhibit D.

the Real Estate . . ."⁴² GMAC did not send the most recent Notice of Default on behalf of BOA until March 7, 2011.⁴³ On that date there would have been no problems associated with Borrower's bankruptcy.

c. Plaintiff has not articulated a colorable violation of RESPA⁴⁴

Plaintiff implies that Defendants violated RESPA by failing to provide a "Mortgage Service Agreement." While Defendants are unaware of what Plaintiff means by the "Mortgage Service Agreement," account records do not reflect a request for any information required under RESPA. Specifically, RESPA requires that within sixty (60) days⁴⁶ of receipt of a Qualified Written Request ("QWR"), the mortgage servicer must:

provide the borrower with a written explanation or clarification that includes—

- (i) information requested by the borrower or an explanation of why the information requested is unavailable or cannot be obtained by the servicer; and
- (ii) the name and telephone number of an individual employed by, or the office or department of, the servicer who can provide assistance to the borrower.

⁴² Exhibit **D**, p. 2.

⁴³ Exhibit 2 to Aff. of GMAC.

⁴⁴ This claim, which requests damages for alleged violations of the RESPA, is stayed as to GMAC.

⁴⁵ Petition, p. 6.

⁴⁶ 12 USC § 2605(e)(2) (2011); Defendants also note that RESPA requires acknowledgment of such a request within twenty (20) days of receipt. See 12 USC § 2605(e)(1)(A) (2011).

12-12020-mg Doc 8018-22 Filed 01/22/15 Entered 01/22/15 17:56:48 Exhibit 4-B Pg 14 of 83

12 USC § 2605(e)(2)(C) (2011).

Nothing in the account history indicates that Plaintiff ever submitted a communication that could be considered a QWR, which is defined as

a written correspondence . . . that: (i) includes, or otherwise enables the servicer to identify, the name and account of the borrower; and (ii) includes a statement of the reasons for the belief of the borrower, to the extent applicable, that the account is in error or provides sufficient detail to the servicer regarding other information sought by the borrower.

12 USC § 2605(e)(1)(B) (2011). Plaintiff has not submitted into evidence—and Defendants cannot find—any written request for account information.⁴⁷ Indeed, the sole reference to any documentation request was recorded on October 16, 2008 when Plaintiff orally requested a copy of the transaction history for the loan, which was mailed the following day.⁴⁸

d. This Court should dismiss Plaintiff's Texas Debt Collection Practices Act claim because Plaintiff has not articulated a violation of one of the enumerated practices covered by the statute.⁴⁹

Plaintiff also incorrectly alleges that Defendants violated Texas Finance

⁴⁷ Aff. of GMAC, ¶ 14.

⁴⁸ Id.

⁴⁹ The claim, which requests damages for alleged violations of the Texas DTPA, is stayed as to GMAC because it requests only monetary damages against the debtor.

Code Section 392.304,50 otherwise called the Texas Debt Collection Act ("TDCPA"). See TEX. FIN. CODE ANN. § 392.001, et. seg (2011). "That section prohibits a 'debt collector' from using fraudulent, deceptive or misleading representation[s] . . ." in certain enumerated ways. TEX. FIN. CODE ANN. § 392.304(a) (2011).⁵¹ Plaintiff has not alleged a factual basis for a violation of an enumerated, prohibited practice.⁵² In order for a statement by a party to constitute a misrepresentation under the TDCPA, the defendant must have made a false or misleading assertion. Narvaez v. Wilshire Credit Corp., 757 F.Supp.2d 621, 632 (N.D. Tex. 2010) (citing Reynalds v. SW. Bell Tel. L.P., WL 1791606 at * 7) (Tex. App.—Forth Worth, June 29, 2006, pet. denied)). Plaintiff provides no factual allegation that Defendant made any statement that might constitute a misrepresentation of the consumer debt. Plaintiff's mere conclusory statement that Defendants violated the statute is clearly insufficient to support an actionable TDCPA claim. see e.g. James v. Wells Fargo Bank, N.A. 2012 WL 778510 (N.D. Tex.—Dallas, March 12, 2012). Thus, even assuming that the stated bases of

⁵⁰ Petition, P. 3. Plaintiff also cites Texas Finance Code Section 392.30(8), but there is no such section. Defendants assume that Plaintiff intended to cite Texas Finance Code Section 392.304(8), which prohibits "misrepresenting the character, extent, or amount of a consumer debt, or misrepresenting the consumer debt's status in a judicial or governmental proceeding."

Among the enumerated deceptive practices, Section 304 specifically excludes "first lien mortgage [servicers]" from the prohibition against failing to disclose "in any communication with the debtor the name of the person to whom the debt has been assigned or is owed when making a demand for money." Tex. FIN. Code Ann. § 392.304(b) (2011).

⁵² Petition, generally.

Plaintiff's forgoing claims qualify as an enumerated practice under the TDCPA Defendants are not guilty of any such actions. Accordingly, this Court should dismiss Plaintiff's TDCPA claim.

e. Plaintiff has not articulated an actionable claim for intentional infliction of emotional distress.⁵³

The present case is not an appropriate application of the damages for IIED. The Supreme Court of Texas explicitly recognized IIED damages where 1) the defendant acted intentionally or recklessly, 2) the conduct was extreme and outrageous, 3) defendant's actions caused appellant emotional distress, and 4) the emotional distress was severe. Twyman v. Twyman, 855 S.W.2d 619, 621-22 (Tex. 1993). Importantly, the level of outrageous conduct necessary for liability is described as "conduct . . . so outrageous in character, and so extreme in degree, as to go beyond all possible bounds of decency, and to be regarded as atrocious, and utterly intolerable in a civilized community." Restatement (Second) of Torts § 46, cmt. d (1965). The Restatement further explains that "the law intervenes only when the distress inflicted is so severe that no reasonable [person] could be expected to endure it." Restatement (Second) of Torts 46, cmt. j; see also Benavides v. Moore, 848 S.W.2d 190, 195 (Tex. App.—Corpus Christi 1992, writ denied). To recover damages, a person must prove more than mere worry, anxiety, vexation,

⁵³ The claim, which requests damages, is stayed as to GMAC because it requests only monetary damages against the debtor.

embarrassment or anger. *Haryanto v. Saeed*, 860 S.W.2d 913, 923 (Tex. App.—Houston [14th Dist.] 1993, *writ denied*). Whether the defendant's conduct was extreme and outrageous is initially a question of law. *Casas v. Wornick*, 565 S.W.2d 732, 735 (Tex. 1993); Restatement (Second) of Torts § 46, cmt. h (1965). The operable facts of this case simply do not implicate IIED damages, and this Court should summarily dismiss Plaintiff's claim based thereon.

f. Plaintiff has unclean hands.

Texas applies the axiom that a party seeking equitable remedy "must do equity and come to court with clean hands." Fox v: O'Leary, 2012 WL 896145 *3 (Tex.App.-Austin, July 10, 2012); citing Truong v. City of Houston, 99 S.W.3d 204, 212 (Tex.App.—Houston, 2002). The doctrine of unclean hands bars equitable relief sought by "one whose conduct in connection with the same matter or transaction has been un-conscientious, unjust, or marked by a want of good faith, or one who has violated the principles of equity and righteous dealing." In re Jim Walter Homes, Inc., 207 S.W.3d 888, 899 (Tex.App.-Houston, 2006) (Quoting Thomas v. McNair, 882 S.W.2d 870, 880-81 (Tex.App.-Corpus Christi, 1994). Plaintiff has not submitted a payment on this account since August, 2009, and as of September 24, 2012, Plaintiff owes \$177,647.18 on the account, including \$45,979.84 in overdue interest, which is accruing at a rate of \$27.7862 daily. 54 The

⁵⁴ Affidavit of GMAC, ¶ 15.

account is due for the September 1, 2008 payment.⁵⁵ Accordingly, Plaintiff has unclean hands, which bars her recovery on equitable grounds.

IV. CONCLUSION

WHEREFORE, PREMISES CONSIDERED, Bank of America National Association and Bank of New York Mellon Trust Company Americas, respectfully request that this Court enter final judgment dismissing Plaintiff's claims in their entirety and order all other relief to which Defendants may be justly entitled.

GMAC requests that this Court enter partial judgment by placing the stayed claims for violations of RESPA, TILA, FDCPA, and request for IIED damages on the administrative docket and dismissing Plaintiff's non-stayed claims for wrongful foreclosure and violations of the bankruptcy stay in their entirety.

Respectfully submitted this the 3rd day of April, 2013.

By: s/ Jon H. Patterson (Bar No. 24077588)

Bradley Arant Boult Cummings, LLP One Federal Place, 1819 Fifth Avenue North Birmingham, Alabama 35203 Telephone: (205) 521-8403 Facsimile: (205) 488-6403 ipatterson@babc.com

Attorney for GMAC Mortgage, LLC, Bank of America National Association and Bank of New York Mellon Trust Company, Americas

⁵⁵ Id.

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the foregoing document upon the following via certified mail on this the 3rd day of April, 2013:

Abosede Eboweme 4617 Covington Ct. Grand Prairie, TX 75052

> s/ Jon H. Patterson OF COUNSEL

Loan-No: REDACTED BOTTOWER: ABOSEDE EBOWENE

Data ID: 219

ADJUSTABLE RATE NOTE

(LIBOR Six-Month Index (As Published in The Wall Street Journal)-

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

February 25, 2002

GRAND PRAIRIE

TEXAS (State)

4617 COVINGTON COURT GRAND PRAIRIE, TEXAS 75052 (Property Address)

1. BORROWER'S PROMISE TO PAY

in return for a lean that I have received, I promise to pay U.S. \$ 123,500,00 (this amount is called 'Principal'), plus interest, to the order of Lender. Lender is AEGIS MORIGAGE CORPORATION. I will make all payments under this Note in the form of eash, check or money order.
I understand that Lender may transfer this Note. Lender or anyone who takes this Note by transfer and who

is entitled to receive payments under this Note is called the "Note Holder."

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 8.658 %. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payments on the first day of each month beginning on April 1, 2002. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on March 1, 2032, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Moturny Date."

I will make my monthly payments at 5208 WEST RENO, SUITE 255, OKLAHOMA CITY, OK 73127, or at a different place if required by the Note Holder.

MULTISTATE ADJUSTABLE RATE NOTE-LIBOR SIX-MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL)SINGLE TRANS MAS UNIFORM INSTRUMENT
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(Page 1 of 5 Pages)

EXHIBIT

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(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 962.77. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of March, 2004, and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding SEVEN and 45/100 percentage points (7.450 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new Interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.6500 % or less than 8.6500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ONE percentage point (1.00 %) from the rate of interest 1 have been paying for the preceding 6 months. My interest rate will never be greater than 14.6500 %, or less than 8.6500 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first munthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the nonce.



HF NOTE

MULTISTATE ADJUSTABLE RATE NOTE-LIBOR SOMMONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL).

Modified by Middleberg, Riddle & Gianna

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Data ID: 219

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. If this Note is not in default, the Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accused and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums atready collected from me that exceeded permitted limits will be refunded to me. The Note fiolder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 10 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

- (B) Default
- If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.
- (C) Acceleration
- If I am in default, the Note Holder may without notice or demand, unless otherwise required by applicable law, require me to pay immediately the full amount of Principal that has not been paid and all interest that I owe on that amount.
 - (D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid tack by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees of 15.00% of the sums due under this Note or the amount allowable under applicable state law.

MULTISTATE ADJUSTABLE RATE NOTE-LIBOR SIX-MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL).
Single Family-Parmile Maie UNIFORM INSTRUMENT
Modified by Middleberg, Riddle & Glaune
Form 3520 1/01

Form 3520 1/01 (Page 3 of 5 Pages)
INITIALS:

Luan No: REDACTED

Data ID: 219

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering in or by mailing it by first class must be more at the Property Address above or at a different address if I give the Note Holder a notice of my different address. Unless the Note Holder requires a different method, any notice that must be given to the Note Holder ander

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by mailing it by first class unit to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surely or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surely or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against all of us together. This means that any one of us may be required to pay all of the amounts oweil under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with finited variations in some jurisdictions. In addition to the protections given to the Note Holder inder this Note, a Mortgage, Dued of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As ustd in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but out timited to, those beneficial interests transferred in a band for deed, contract for deed, installment sales contract of eachige agreement, the intent of which is the transfer of little by Borrower at a future date to a murchaser

neutricial interests transferred in a band for deed, evaluate for deed, evaluate the deed, installment sales contract of exercise agreement, the intern of which is the transfer of life by Bortower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Bortower is not a natural person and a beneficial interest in Bortower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums steered by this Security Instrument. However, this aption shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Bortower causes to be submitted to Lender information required by Lender to evaluate the imaged transferred as if a new loan were being made to the transferred; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

acceptable to Lender. To the extent permitted by Applicable Law, Lander may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferce to sign an assumption agreement that is acceptable to Lender and that obligates the transferce to keep all the premises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument antest Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower antice of acceleration. The nuttee shall provide a period of not less than 30 days from the date the nutice is given

If Lender exercises the option to require immediate payment in full, Lender shall give Bortriwer untice of acceleration. The nuttee shall provide a period of not less than 30 days from the date the notice is given in meantrance with Section 15 within which Bortrower must pay all soms secured by this Security Instrument If Bortrower fails to pay these sums prior in the expiration of this period. Lender may invoke any fementies permitted by this Security Instrument without further notice or demand in Bortrower.

MULTISTATE ADJUSTABLE RATE NOTE-UBOR SX-MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL)
Single Ferrity-Franzie Mae UNIFORM INSTRUMENT
Modified by Middleborg, Filddle & Glanua

(Page 4 of 5 Pages)

INITIALS: #E

Loan No: REDACTED

Data 1D: 219

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

PAY TO THE ORDER OF

WITHOUT RECOURSE AEGISTACHTGART CORROBATION





Loan No: REDACTED Borrower: ABOSEDE EBOWENE

Data ID: 219

ADJUSTABLE RATE RIDER

(LIBOR Six-Month Index (As Published In The Wall Street Journal)-Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 25th day of February, 2002, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same thate given by the undersigned ("Burrower") to secure Borrower's Adjustable Rate Note (the "Note") to AEGIS MORTGAGE CORPORATION ("Lender") of the same date and covering the property described in the Security Instrument and focused at:

4617 COVINGTON COURT GRAND PRAIRIE, TEXAS 75052 [Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 8.650 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A)Chunge Dutes

The interest rate I will pay may change on the first day of March, 2004, and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Dute." (B)The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LiBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the first business day of the month immediately proceeding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C)Culculation of Changes

Refuse each Change Date, the Note Helder will calculate my new interest rate by adding SEVEN and 45/100 percentage points (7.450 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

MULTISTATE ADJUSTABLE PATE RIDER-LIBOR BIX-MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL)-Single Fundy-Farine Mad Uniform Instrument Single Frank/Familie Mad Unit Columbia Modified by Middleberg, Fliddle & Glanna Form 3138 1/01 (Page 1 of 3 Pages)



Loan No: REDACTED

Data ID: 239

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.6500 % or tess than 8.6500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ONE percentage point (1.00 %) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 14.6500 %, or less than 8.6500 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER Uniform Covenant 18 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Burrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or excrow agreement, the intent of which is the transfer of this by Borrower at a future date

contract or excrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a huneficial interest in Borrower is sold or transferred) without Lender's prior written conseat, Lender may require immediate payment in full of all sums security his Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferce as if a new han were being made to the transferce; and (b) Lender transmostly determines that Lender's security will not be impaired by the toan assumption and that the risk of a breach of may covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the toan assumption. Lender also may require the transferce to sign an assumption agreement that is acceptable to Lender and that obligates the transferce to keep all the promises and agreements made in the Note and in this Security Instrument unless Lender releases Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing

promises and agreements used in the Note and in this Security Instrument. Borrower will confinue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing. If Londer exercises the option to require immediate payment in full, Londer shall give Borrower natice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accurdance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Londer may invoke any termedies permitted by this Security Instrument without further notice or demand on Horrower.

MULTISTATE ABJUSTABLE RATE RIDERLIBOR SIXMONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL)-Single lastly-framin Mod UNIFORM INSTRUMENT Modified by Middleburg, Philife & Glanna Form 3138 1/01 (Page 2 of 3 P (Page 2 of 3 Pagus) Loan No: REDACTED

Data ID: 219

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

AYO BROWENE - Sonowal EDOWERS U. C.

ABOSEDE LUGWENE

ALLONGE TO PROMISSORY NOTE

FOR PURPOSES OF FURTHER ENDORSEMENT OF THE FOLLOWING DESCRIBED NOTE, THIS ALLONGE IS AFFIXED AND BECOMES A PERMANENT PART OF SAID NOTE

POOL:

40492

LOAN ID:

REDACTED

NOTE DATE:

2/25/2002

LOAN AMOUNT:

\$123,500.00

BORROWER NAME: ABOSEDE EBOWEME

PROPERTY ADDRESS: 4617 COVINGTON COURT, GRAND PRAIRIE, TX 75052

PAY TO THE ORDER OF

Residential Funding Company, LLC fka Residential Funding Corporation

WITHOUT RECOURSE

The Bank of New York Trust Company, N.A. as successor to JPMorgan Chase Bank, N.A. as Trustee, Residential Funding Company, LLC fka Residential Funding Corporation, Attorney-In-Fact

By: AMUPLUON

Name: Amy Nelson

Title: Assistant Vice President

ALLONGE TO PROMISSORY NOTE

FOR PURPOSES OF FURTHER ENDORSEMENT OF THE FOLLOWING DESCRIBED NOTE, THIS ALLONGE IS AFFIXED AND BECOMES A PERMANENT PART OF SAID NOTE

POOL: 4591

LOAN ID: REDACTED

NOTE DATE: 02/25/2002

LOAN AMOUNT: \$123500.00

BORROWER NAME: ABOSEDE EBOWEME

PROPERTY ADDRESS: 4617 COVINGTON COURT, GRAND PRAIRIE, TX 75052

PAY TO THE ORDER OF

RESIDENTIAL FUNDING COMPANY, LLC

WITHOUT RECOURSE

Residential Funding Company, LLC

amphon

By:

Amy Nelson, Vice President
Residential Funding Company, LLC
PAY TO THE ORDER OF
LaSalle Bank, N.A. as Trustee
WITHOUT RECOURSE
Residential Funding Company, LLC

Judy Palber, Vice President

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Loan No: REDACTED

Bottower: ABOSEDE EBOWENE

FILED SARRANT COUNTY TEXASID: 219

02 FEB 28 P3:55

Return to: AEGIS MORTGAGE CORPORATION ATTENTION: WHOLESALE CLOSING P.O. BOX 84308

BATON ROUGE, LA 70884

[Space Above This Low For Recording Data]

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated February 25, 2002, together with all Riders to this document.
- Ebouleme Ebouleme Borrower is the granter under (B) "Borrower" k ABOSEDE # this Security Instrument.
- (C) "Lender" is AEGIS MORTGAGE CORPORATION. Lender is A CORPORATION organized and existing under the laws of the State of OKLAHOMA Lender's address is 11111 Wit CREST GREEN, SUITE 250, HOUSTON TX 77042. Lender includes any holder of the Note who is entitled to receive payments under the Note.
- (II) "Trustee" is AMY MANDART. Trustee's address is 10049 N. REIGER ROAD BATON ROUGE, LA 70809.
- (E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lander and Lander's successors and assigns. MiRS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint. MI 48501-2026, (e) (888) 679-MERS.
- (F) "Note" means the promissory note signed by Borrower and dated February 25, 2002. The Note states that Borrower owes Leader ONE HUNDRED TWENTY-TIEREE THOUSAND FIVE HUNDRED and NO/100 Dollars (U.S. \$ 123,500.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than March 1, 2032.
- (6) "Property" means the property that is described below under the heading "Transfer of Rights in
- (II) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and fate charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (I) "Riders" means all Riders to this Security Instrument that are executed by Bottower. The following Riflers are to be executed by Borrower [check box as applicable]:

Adjustable Rate Rider

- Balleon Rider \Box 1-4 Family Rider
- Condominium Rider Planned Unit Development Rider
- □ Second Home Rider

- Other(s) [specify]
- Biweekly Payment Rider

THE AND WITH ECT COPY OF THE REPORT OF THE PARTY OF THE GARNA MITY CLERK

TEXAS - Single Family - Family Mac/Freddio Mac UNIFORM INSTRUMENT Modified by Middleberg, Hiddle & Granna

(Page 1 of 14 Pages)





- (J) "Applicable Law" means all controlling applicable (ederal, state and local statetes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable light, non-appealable judicial opinions.
- (K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Bostower or the Property by a condominium association, homeowners association or similar organization.
- (L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic type so is to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated eller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (M) "Pserow Items" means those items that are described in Section 3.
- (N) "Miscellineous Proceeds" means any compensation, scilleneous, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property (ii), condemiation or other taking of all or any part of the Property; (iii) conveyance in like of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (li) any amounts under Section 3 of this Security Instrument.
- (Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.HR. Parl §500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGITS IN THE PROPERTY

The beneficiary of this Security instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower increasely grants and conveys to Tustice, in trust, with power of sale, the following described properly located in the County of TARRANT:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

HARE AND COMMENT COPY OF ORDER ALL PROCESS FILED IN TRANSPORT OURSTY, TEXAS:

HAREY LOUISE GARCIA, COUNTY CLERK

TEXAS - Single Family - Fannie Mae/Froddie Mee UNIFORM INSTRUMENT Modified by Middleberg, Riddie & Glanne Form 3044 1/0

(Page 2 of 14 Pages)

Loan No: REDACTED

Data ID: 219

which currently has the address of 4617 COVINGTON COURT,

GRAND PRAIRIE, TEXAS

75052 Win Godel

("Property Address"):

TOGETHER WITH all the improvements now or hereafter crected on the property, and all casements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to fr. this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right; to exercise any or all of those interests, including, but not brailed to, the right to forcelose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Burrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of reachd. Borrower warrants and will defend generally the little to the Property against all claims and demands, subject to may encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jarrisdiction to constitute a uniform security instrument expering real property

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest. Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the delin evidenced by the Note and any propayment charges and late charges also under the Note. Borrower shall also pay funds for Escrow Items' pursuant to Section 3. Payments due under the Note and this Security instrument shall be made in U.S. currency. However, I any chees or other marement received by Lender as payment under the Note or this Society Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Society Instrument be made in one or more of the following forms, as selected by Lender: (a) eash; (b) money order; (c) certified check, bank chock, treasurer's check or eashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentably, or entity, or (d) Electronic Funds Transfer.

Payments are decared received by Lender when received at the location designated in the Note.

or at such other location as may be designated by Lenger in accordance with the notice provisions in Section 15. Lender may teturn any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment unsufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment of partial payments in the future, but Lender is not obligated to apply such payments at the time suck payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds waiti Berrower makes payment to bring the Luan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds of return them to Borrower. It not applied earlier, such londs with he applied to the outstanding principal balance under the Note immediately prior to fereclesure. No offset or claim which thereover might have now or in the fature gainst Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority:

(a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Notion A. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security instrument, and then to reduce the principal balance of the Note

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, I ender may apply any payment received from Borrower to the repayment of the Periodic Poyments if, and to the extent that, each payment can be paid in tall. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary propayments shall be applied first to any propayment charges and then as described in the Note

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due data, or change the amount, of the Periodic Payments.

TEXAS - Engle Forces - Fannis MisciFreddia Mae UNIFORM INSTRUMENT Modified by Middleberg, Riddle & Clanna Form 3044 1:01

(Page 3 of 14 Pages)

112:84

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sur- (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encombiance on the Property; (b) leasehold payments or ground rents on the Property, it say, (c) promines for any and all insurance required by Lender under Section 5; and (d) Mortgage insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage inserance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination of at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, he excrawed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay be Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly. when and whose payeble, the amounts due for any Europe Junia for which payment of Funds has been waived by Lender and, if Lender requires, shall tarnish to Lender receipts evidencing such payment within such time period as Lander may recaire. Bornswer's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a constant and agreement contained in this Security Instrument, as the plicase sensenger and agreement is used in Section 9. If Boropher is obligated to pay Exerow Henri directly, pursuant to a waiver, and Borrower fails to pay the amount due for as Exercise from, Lorder may exercise as rights under Section 9 and pay such amount and Borrower which then be obligated under Section 9 to reply to Lender any such amount. Funder may revoke the waiver as to any or all becriew frame at any time by a notice given in decordance with Sociion 15 and, upon such revication. Borrower shall pay to Lender all Foods, and ta such appoints, that are then required under this Section 3.

Lender may, at any time, callect and hold Funds in an amount (a) softeness to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a tender con response under RESPA. Lender shall estimate the amount of funds due on the basis of current data and reasonable estimates of expanisations of future Escrew from or otherwise in

accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, histogrammatitity, or entity (including I ender, if Lender is an insulation whose deposits are as insured) or in any Federal Home I twen Bank. Lender shall apply the Pands to pay the Escrow items in addition the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Factory items, unless Lender pays Portower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless a agreement is made in writing in Applicable Law requires interest to be paid on the Funds. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest stall be paid on the Funds. Lender shall give to Borrower, without charges, in annual accounting of the Funds as regarded by RESPA.

without charge, in annual accounting of the Purus as required by RESPA. Lender shall account to Borrower to the excess funds in accordance with RESPA. If there is a surplus of Funds held in escriew, as defined under RESPA, lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in eacrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deliciency in accordance with RESPA, but in no more than 12

monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly

refund to Borrower any Funds held by Lender

4. Charges, Lions. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rears on the Property, if any, and Community Association Dues, Fees, and Assessments, if any To the extent that there items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Burrower shall promptly discharge any lieu which has priority over this Security Instrument unless Borrower. (a) agrees in writing to the payment of the obligation secured by the lieu in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lieu in good faith by, or defends against enforcement of the lieu in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lieu waite turse proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lieu an agreement satisfactory to Lender subordinating the lieu to this Security Instrument. It Lender determines that any part of the Property is subject to a lieu which can attain printly over this Security Instrument, I ander may give Borrower a notice identifying the fier. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lieu of take one of more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one time charge for a real estate tax voritication and/or reporting service used by Lender in connection with this Loan.

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5. Property Insurance. Borrower shall keep the improvements now existing of hereafter creeted on the Property Insured against loss by tire, hazards included within the term "extended coverage," and any other hazards including but not imited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preteding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occor which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fors imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower falls to maintain any of the coverages described shows, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or antount of coverage. Therefore, such roverage shall cover Lender, but might or neight not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, harard or liability and might provide greater or tesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with

such interest, upon notice from Lender to Borrower requesting payment

All insurance policies required by Lender and renewals of such policies shall be subject to lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Londer as mortgage and/or as an add/tennal loss pages. Londer shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender attreceipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgage and/or as an additional loss

In the event of loss, Bortower shall give prompt nature to the insurance carrier and Lender dether may make proof of loss if not made promptly by Bortower. Unless Lender and Bortower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property. If the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Bortower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the exess, if any, paid to Borrower. Such insurance proceeds shall be applied to the sums.

any, paid to Borrower. Such insurance proteeds shall be applied in the order previded for in Section 2.

If Borrower abandons the Property, I ender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property ander Section 22 or otherwise. Borrower hereby assigns to Lender (a) Borrower's tights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refinal of uncarned pretarious paid by Borrower') under all insurance profices covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

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7. Preservation, Maintenance and Protection of the Property, Inspections. Borrower shall not costroy, damage or impair the Property, allow the Property to deteriorate or control waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that report or restoration is not economically feasible, Barrower shall promptly repair the Property II damaged to avoid further deterioration or damage. If insurance or condemnation preceeds are peal in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or resoring the Property only if Gorder has released proceeds for such purposes. Londer may disburse protects for the repairs and restoration in a single payment of its a series of progress payments as the work is completed. If the insurance of configuration proceeds are and sufficient to repair or festure the Property. Borrower is not relieved of flattewer's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entires upon and mapections of the Property. If it has reasonable couse, I ender may impact the interior of the improvements on the Property. Lender shall give Bactower moder at the time of or prior to such an interior inspection specifying such reusonable causc.

8. Rocrover's Loan Application. Berrower shall be in defeats if, during the Lean application process, Borrower or any persons or untitles acring at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or insecutate information or statements to Lander (or target to provide Lender with material information) in connection with the Loan. Material representations behilde, but are not limited to, representations concerning Borrower's occupancy of the

Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Insuraneent, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property analog rights under this Security Instrument (such as a proceeding in bankrupity, probate, for conformation or forfeiture, for enforcement of a flen which may attain priority over this Security histomatical or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is remainable or appropriate to protect Lander's interest in the Property and rights under this Security Instrument, Including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any same secures by a first which has priority over this Security Instrument; (b) appearing in court, and (c) paying reasonable attorneys' fees of 15.03% of the same due under the Note of the amount allowable under applicable state law to protect its interest in the Property middor rights under this Security Instrument, including its secured position in a bunk-upity proceeding. Securing the Property includes, but is not limited to, untering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pages, eliminate building or other code violations or dangerous conditions, and have atilities turned on or off. Although Lender may take action nader this Scotton 9, Londer does not have to do so and is not under any duty or obligation to do so. It is agreed that Londer incurs no flability for not taking any or all actions authorized under this Section 9.

Any amounts dispuised by Lander under this Section 9 shall become additional debt of Borrower secured by this Seedrity instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security instrument is on a leasehold, Borrower shall comply with all the provisions of the lease if Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge

unless Lender agrees to the merger in writing.

10. Mortgage Insurance, if Lender required Mortgage insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Morigage insurance in effect. If, for any reason, the Morigage insurance coverage required by Lender ceases to be available from the morrigage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Morigage Insurance, Borrower shall pay the premiums required to obtain exverage substantially equivalent to the Morigage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Morrgage Insurance previously in effect, from an alternate marigage insurer selected by Lender. If substantially equivalent Morigage Insurance coverage is not available, Borrowet shall continue to pay to Londer the amount of the separately designated payments that were due when the insurance coverage coased to be in effect. Lender will accept, use and retain these phyments as a non-refundable loss reserve in lieu of Mortgage Insurance, Such loss reserve shall be non-refundable, notwithstanding the fact that the Lean is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or carnings on such loss reserve Conder can no longer require loss reserve payments if Mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Morigage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage insurance in effect, or to provide a non-refundable loss reserve, until Londer's requirement for Mortgage insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

TEXAS - Single Fam y - Famile Mac/Freddle Mac UNIFORM INSTRUMENT Pens 6 of 14 Pages; Modified by Middleberg, Hiddle & Glenna Form 3044 1/01

Mortgage Insurance colimburses Lender for any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Morigage

Mortgage insurers evaluate their total risk on all such assurance in force from time to time, and rasy enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the coordage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Morigage insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any remsurer, any other entity, or any affiliate of any of the foregoing, may refer to differtly or indirectly: amounts that derive from for might be characterized as a portion of Barrower's payments for Mortgajje Insurance, in exchange for sharing or modifying the morngage institut's risk, or reducing losses. If such agreement provides that an utilitate of Lender takes a charge of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not uffect the uncounts that Borrower has agreed to pay for Mortgage insurance, or any other terms of the Loan. Such agreements will not increase the amount fluoroner will not for Mortgage Insurance, and they will not entitle Borrower to any refund.

the Any such agreements will not affect the rights Borrower has - If any s with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other km. These rights may include the right to receive certain disclosures, to request and abrain cancellation of the Mortgage insurance, to have the Mortgage insurance terminated antomatically, andfor to receive a refund of any Mortgage insurance promiums that were uncarned at the time of such cancellation or termination.

11. Assignment of Miscellangins Proceeds: Forfeiture. All Miscellaneous Proceeds are bereby

assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, of the restoration on repair is economically feasible and London's security is not Essence. During such topan and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Leader has had an opportunity to inspect such Property to ensure the work has been completed in Leader's satisfaction, provided that such inspection shall be undertaken promptly. Leader may pay for the reports and restoration in a single disbursement or in a series of promotive payments as the work is complained. Unless an agreement is made in writing or Applicable Low requires interest to be paid on such Miscottaneous Proceeds, Lender shall not be required to pay Borgowia any interest or earnings on such Miscellaneous Proceeds. If the tristoration or repair is not economically fluxible or Louder's security would be insecred, the Miscellaneous Proceeds shall be applied to the sums second by this Security Instrument, whether or not then due, with the excess, if say, good to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sams secured by this Security instrument, whether or not then due,

with the excess, if any, paid to Hornawer. In the event of a partial taking, destruction, or too in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the same secured by this Security Instrument immediately better the partial taking, destruction, or loss in value, unites Borrower and Lender otherwise agree in writing, the sums secured by this because instrument shall be reduced by the amount of the Miscellaceous Preceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or less in value. Any balance shall be paid to Bostower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, entess Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due

If the Property is abandoned by Borrower, or if, after notice by Londor to Borrower that the Opposing Party (as defined in the next sentence) offers to make an aread to settle a claim for damages, Porrower lab to respond to Londer within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Princeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not them due. 'Opposing Party' means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

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Borrower shall be in default if any action or proceeding, whether civil or eriminal, is begun that, in Lender's judgment, could result in torfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Londer's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be

applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the some secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in interest of Borrower. Lender shall not be required to commence proceedings against any Successor in interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the same secured by this Security Instrument by reason of any demand made by the original Borrower or may Successors in Interest of Borrower. Any forcestance by Lender in exercising any right or tensely including without Emilation, Lender's acceptance of payments from third persons, entails or Successors to Interest of Borrower or amounts less than the amount then one, shall not be a waiver of or preclude the exercise of any right or remedy.

one, shall not be a weiver of or proclade the exercise of any right or remody.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Bottower coverants and agrees that Bostower's obligations and liability shall be joint and several. However, any Bostower with co-signs this Security Instrument had does not execute the Note (a "co-signer"); (a) is to-signing this security Instrument only to morrigage, grant and convey the co-signer's instress in the Property order the terms of this Security Instrument; (b) is not personally obligated to pay the sture secured by this Security Instrument and (c) agrees that Lender and any other Bottower can agree to extend, modify, forbest or make any accommodations with regard to the terms of this Security instrument of

the Note without the co-signer's consent.

Suggest to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's chilipations under this Security Instrument in writing, and is approved by Lender, shall chiam all of Borrower's (lights and henselfs under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Long Charges. Lender may charge Bottower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees of 15,00% of the sums due under the Note or the amount allowable under applicable state law, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construct as a problemion on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Low.

If the Loan is subject to a law which sets gardraam loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Lean exceed the permitted bank, then (a) any such loan charge shall be reduced by the amount necessary in reduce the charge to the permitted limits will be religiously long sums already collected from Borrower which exceeded permitted limits will be religiously by making a direct payment to Borrower. It is refined by reducing the principal oxed under the Nord or by making a direct payment to Borrower. It is refined reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge twhether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower magin have arising out of socit overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument at the in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute motice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute motice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address, then Borrower shall promptly notify Lender of Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address moder this Security Instrument at any one time. Any notice is Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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16. Governing Lawy Severability Rules of Construction. This Security Instrument shall be governed by federal law and the law of the furisdiction in which the Property is located. All rights and obligations contained in this Security Instrument site subject to any requirements and limitations of Applicable law. Applicable law might explicitly of implicitly allow the parties to agree by cornesci or It might be short, but such stience shall are by construed as a probabilition against egreement by compact. In the event that any provision or clause of this Security Instrument of the Note contlicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument of the

Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the musculine gender shall mean and include corresponding neuter words or words of the tenumns genies, (b) words in the singular shall mean and meltide the plant and see versa; and (c) the word 'may' gives sole discretion without any obligation to take any action.

47. Borrover's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial Interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, insuffment sales contract or eserow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred for if Borrower is not a notice: person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security instrument. However, this option shall not be exercised by Lender II such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower

- 19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Burrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the curliest of: (4) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument. (b) such other period as Applicable Law raight specify for the termination of Borrower's right to rounstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as it in a seccleration had occurred; (a) cures any detault of any other covenable or agreements; (c) pays all expenses manned in enforcing this Security instrument, including, but not lamited to, reasonable attorneys less of 15,00% of the sums due under the Nate of the amount allowable under applicable law, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security instrument; and (d) takes such action as Lender may reasonably require to assate that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashler's check. provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Mertronic Funds Transfer. Upon reinstatement by Borrower, this Security instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to remestate shell not apply in the case of acceteration under Section 18
- 20. Sale of Note; Change of Loan Servicer, Notice of Grievance. The Note of a partial interest in the Note (together with this Security instrument) can be said one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the 'Louri Servicer') that collects Periodic Payments due under the Note and thus Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law.
 There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaset of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser outers otherwise provided by the Note purchaser.

TEXAS - Single Family - Fannie Mac/Fresidie Mac UNIFORM INSTRUMENT Modified by Middleberg, Middle & Glanna

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Neither Borrower not Lender may commence, join, or be joined to any judicial action (as either an included distant or the member of a class) that arises from the other party's actions garagent to this Security Inscrement or that alleges that the other party has breached any provision of, or any duty owed by reason of this Security instrugion, until such Beautiver or Lender has neutriced the other party (with such notice given in compliance with the requirements of Section 18) of such alleged breach and altertible other garry herein a reasonable period after the giving of such active to take corrective action. If Applicable Law provides a time private which must elapse before certain action can be taken, that time period will be deemed to be reasonable for jurposes of this paragraph. The conky of acceleration and opportunity to cure given to Battower pursuant to Section 12 and the notice of acceleration given to florrower persuant to Section 18 shall be decined to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) 'Hazardous Substances' are those substances defined as toxic or hazardous substances, pullulants, of wastes by Environmental Law and the following substances, gisoline, kersteine, other liaminable or toxic petroleum products, toxic persistes and herbicides, volstile solvents, materials containing ashestos or formaldehyde, and radioactive materials (b) "Environmental Law" means federal loss and laws of the jurisdiction where the Property is bosited that relate to health, salety or environmental protections (c) "Environmental Cleaning" belones any response action, reflected action, of tentowal action, as defined in Environmental Less, and (6) on 'Environmental Condition' means a condition that can cause, contribute to, or Otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Fiazandous Substances, or threaten to release any Hazardous Substances, on or in the Property Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (e) which, due to the presents, use, or relative of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The proceeding two sentences shall not apply to the procedure does not the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not timuted to, hazardous substances in consumer products)

Borrower shall promptly gov. Lender written notice of (a) any investigation, claim, demand, laws an or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Botrower has actual knowledge, (b) any Finvironmental Condition, including but not limited to, any spilling, leaking, discharge, release of threat of release of any Hazardous Substance, and fet any condition caused by the presence, use of release of a Hazardous Substance which adversely affects the value of the Property. If Borrower leates, or is natified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall ereme any obligation on Leader for an Environmental Cleanup

NON UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows: 22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borcower, by which the default must be cured; and (d) that fallure to cure the default on or before the date specified in the notice will result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice. Lender at its option may require humediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees of 15,00% of the sums due under the Note or the amount allowable under applicable law and costs of title evidence. For the purposes of this Section 22, the term "Lender" includes any holder of the Note who is entitled to receive payments under the Note.

If Lender invokes the power of sale, Lender or Trustee shall give notice of the time, place and terms of sole by posting and filing the notice at least 21 days prior to sale as provided by Applicable Law. Lender shall mail a copy of the notice to Borrower in the manner prescribed by Applicable I aw. Sale shall be made at public vendue. The sale must begin at the time stated in the notice of sale or not later than three hours after that time and between the hours of 10 a.m., and 4 p.m. on the first Tuesday of the month. Borrower authorizes Trustee to sell to the highest bidder for cash in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the property

at any sale.

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Trustee shall deliver to the purchaser Trustee's deed conveying indefeasible title to the Property with covenants of general warranty from Borrower. Borrower covenants and agrees to defend generally the purchaser's title to the Property against all claims and demands. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' tees of 15.00% of the sums due under the Note or the amount allowable under applicable state law; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Property is sold pursuant to this Section 22, Horrower or any person holding possession of the Property through Borrower shall immediately surrender possession of the Property to the purchaser at that sale. If possession is not surrendered, Borrower or such person shall be a tenant at sufference and may be removed by writ of possession or other court proceeding.

23. Retease. Upon payment of all sums secured by this Security Instrument, Lender shall provide a release of this Security Instrument to Borrower or Borrower's designated agent in accordance with Applicable Law. Borrower shall pay any recordance costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trasfee; Trustee Liability. All rights, remedies and duties of Trestee under this Security Instrument may be exercised or performed by one or more trustees aring alone or together. Lender, at its option and with or without cause, may from thite to time, by power of attorney or otherwise, remove or substitute any trustee, add one or more trustees, or appoint a successor trustee to any Trustee without the necessity of any formality other than a designation by Lender in writing. Without any further set or conveysage of the Property the substitute, additional or successor trustee shall become vested with the title, rights, temerics, powers and duties conferred upon Trustee herein and by Applicable Law.

Trustee shall not be liable if acting upon any notice, request, consent, demand, statement or other document believed by Trustee to be correct. Trustee shall not be liable for any act of omission unless such act or omission is willful.

25. Subrogation. Any of the process of the Note vsed to take up outstanding liens against all or any part of the Property have been advanced by Lender at Borrower's request and upon Borrower's representation that such amounts are due and are secured by valid liens against the Property. Lender shall be subrogated to any and all rights, superior files, liens and equities owned or chimed by any owner or holder of any outstanding items and debts, regardless of whether said liens or debts are acquired by Lender by assignment or are released by the holder thereof upon payment

26. Partial Invalidity. In the event any portion of the sums intended to be secured by this Security Instrument cannot be lawfully secured hereby, payments in reduction of such sums shall be applied first to those portions not secured hereby.

27. Purchase Money, Owelly of Partition; Renewal and Extension of Liens Against Homestead Property, Acknowledgment of Cash Advanced Against Non-Homestead Property, Check hox as applicable;

X Purchase Money.

The rands advanced to Borrower under the Note were used to pay all or part of the purchase price of the Property. The Note also is primarily seemed by the vendor's lien retained in the deed of even date with this Security Instrument conveying the Property to Borrower, which vendor's item has been assigned to Lender, this Security Instrument being additional security for such vendor's item.

Owelly of Partition.

The Note represents funds advanced by Lender at the special instance and request of Borrower for the purpose of acquiring the entire too simple title to the Property and the existence of an owelty of partition represed against the entirety of the Property by a court order or by a written agreement of the patter, to the partition to secure the payment of the Note is expressly acknowledged, confessed and granted.

Renewal and Extension of Liens Against Homestead Property,

The Note is in renewal and extension, but not in extinguishment, of the indebteeness described on the attached Renewal and Extension tixhibit which is incorporated by reference. Lender is expressly subrogated to all right, lions and remedies securing the original holder of a note evidencing Borrower's indebtedness and the original hours securing the indebtedness are renewed and extended to the date of maturity of the Note in renewal and extension of the indebtedness.

Acknowledgment of Clish Advanced Against Non-Homestead Property.

The Note represents funds advanced to Borrower on this day at Borrower's request and Borrower acknowledges receipt of such funds. Borrower states that Borrower does not now and does not intend ever to reside on, use in any manner, or claim the Property secured by this Security Instrument as a business or residential homestead. Borrower disclaims all homestead rights, interests and exemptions related to the Property.

TEXAS - Single Femily - Femnio Mae/Freddle Mac UNIFOHM INSTRUMENT Modified by Middleborg, Riddle & Glenna Form 3044 1/0

(Page 11 of 14 Pages)

28. Loan Not a Bome Educity Loan. The Loan evidenced by the Note is not an extension of credit as defined by Section 50(a)(6) or Section 50(a)(7), Article XVI, of the Texas Constitution. If the Property is used as Borrower's residence, then Borrower agrees that Borrower will receive no cash from the Loan evidenced by the Note and that any advances not necessary to purchase the Property. extinguish an owelty lien, complete construction, or renew and extend a prior lien against the Property, will be used to reduce the balance evidenced by the Note or such Laan will be modified to evidence the correct Loan balance, at Lender's option. Borrower agrees to execute any documentation necessary to comply with this Section 28.

Agreement to Mediate or Arbitrate, READ THIS AGREEMENT CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO GO TO COURT. In this spreament to mediate of arbitrate (this "Agreement"), (a) "Transaction" means any: (1) payment of money. (2) transfer or exchange of property of any other thing of value. (3) any one or more past, present, or future extensions or, advertisement, solicitation, applications for, or inquires about, credit, or futurement, such as a loan, a ciedit sale, or otherwise, from Lander to Borroweit, including this Transaction; (4) gift; or (5) promise to enter into a Transaction; and (b) "Claim" means any case, controversy, dispute, fort, disagreement, lawant, claim, or connecessim, and other matters in question now in hereafter existing between Lender and Borrower. A Citam includes, without limitation, anything arising out of, in connection with, or relating to: (1) this Agreement; (2) to the advertisement, softention, application, processing, closing or servicing of this Transaction or any instruments executed in confunction with it feellectively the Loan Agreements' incleding but not limited to the terms of the Loan, representations, promises, undertakings or covenants made relating to the Loan, or Loan Agreements excepted in conjugation with the Note and this Security Instrument, services provided under the Loan Agreements, and the validly and construction of the Lean Agreements; (3) may Transaction; (4) the construction, ulationalistic, advertisement, sale, installation or servicing or any real or personal property which secures (his Transactions 15) any paot, present, or fature insurance, service, or product that is officied or sold in connection with a Transaction, (6) any decommons or instruments that contain information about or document any Transaction, tasurance, service, or product; and (7) any act or imission by Lendor regarding any Chim.

Mediation. Paccept as set forth below, all Clause, shall be MEDIATED prior to the filing of any legal proceeding related to any dispute relating to this Transaction. If Borrower and Lender cultima agree on the selection of a mediator for a dispute, the mediana shall be selected as follows: within 5 husiness days of the notice that adher Barrower or Lenser has decided to mediate, Borrower and business only of the name and united sufficiently that incident and the other party of the selection. Within 5 business days of their selection the mediators shall jointly select an independent mediator to mediate the dispute. The mediator shall occur not later than 30 days after the final mediator is selected at a time and place mutually convenient to all parties within a lifty-mile radius of Borrower's residence

Borrower and Lander agree to participate in the mediation in good faith with the intention of resolving the dispute, if possible. Legal course, may, but is not required to, represent Borrower or cender at the mediation. All mediation sessions will be private and all information disclosed during the mediation will be confidential. The mediator may present other rules for the mediation Expenses of the mediation including the mediator's fee shall be shared equally between Lender and

Expenses of the incoming the decision is give some each parity's responsibility.

This Agreement to ricidiate is specifically enforceable.

If for any reason the mediation is not completed within 45 days after the final mediator is selected, or if after the mediation, any Claim is still unresolved, such Claim shall be resolved solely and exclusively by arbitration in accordance with this Agreement,

Arbitration. To the extent allowed by Applicable Law, say Claim, except those set forth below, shall be resolved by hinding arbitration in accordance with, (a) the Federal Arbitration Act, 9 U.S.C. sel 1-16, the the Espeditod Procedures of the Commercial Approaches Rules of the American Atheration Association ("Arbitration Rules") (bon in officer, and fe') this Agreement. If the legges of this Agreement and the Athlitation Rules are inconsistent, the terms of this Agreement shall control A copy of the Arbitration Rules, free of charge, may be obtained by calling 1800; 778-7879. The laws applicable to the arbitration proceeding shall be the laws of the since in which the property which seems the Transaction is located. The parties agree that the arbitrator shall have all powers provided by law, this Agreement, and the Loan Agreements. However, the arbitrator shall have no power to vary or modify any of the provisions of the Loan Agreements. Any party to this Agreement may bring an action in any coort having jurisdiction, including a summary or expedited proceeding, to specifically enforce this Agreement, or to compel arbitration or any Claim. An action to specifically enlarge this Agreement, or a motion to compel arbitration may be brought at any time, even after a Claim has been raised in a court of law or a Transaction has been completed, discharged, or paid in full.

Place of Arbitration. The arbitration shall be conducted in the county of Borrower's residence.

or at any other place mutually acceptable to Lender and Bortower

Timing of Hearing. The arbitration hearing shall commence within forty-five (45) days of the demand for arbitration.

TEXAS Single Family - Found Macifreddie Mac UNIFORM INSTRUMENT Modified by Middleberg, Riddle & Glanna Form 3014 1/01

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NO CLASS ACTIONS; NO JOINDER OF PARTIES; WAIVER OF RIGHT TO JURY TRIAL THE ARBITRATION WILL TAXE THE PLACE OF ANY COURT PROCEEDING INCLUDING A TRIAL BEFORE A JUDGE OR A JUDGE AND JURY. ANY SUCH ARBITRATION SHALL BE CONDUCTED ON AN INDIVIDUAL BASIS, AND NOT AS PART OF A COMMON OR CLASS ACTION. IT IS EXPRESSLY ACKNOWLEDGED AND AGREED BY BORROWER AND LENDER THAT ANY PURPORTED COMMON ISSUES OF LAW OR FACT SHALL BE RESOLVED ON SUCH AN INDIVIDUAL BASIS. IF THE APPOINTED ARBITRATOR SHOULD AWARD ANY DAMAGES, SUCH DAMAGES SHALL BE LIMITED TO ACTUAL AND DIRECT DAMAGES AND SHALL IN NO EVENT INCLUDE CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR TREBLE DAMAGES AS TO WHICH BORROWER AND LENDER EXPRESSLY WAIVE ANY RIGHT TO CLAIM TO THE FULLEST EXTENT PERMITTED BY LAW.

Judgment. The award rendered by the arbitrator shall be final, non-appealable and judgment may be entered upon it in accordance with Applicable Law in any court having jurisdiction thereof.

Confidentiality. Bostower and Lender agree that the mediation and arbitration proceedings are

Confidentially. Bostower and Lender agree that the mediation and arbitration proceedings are confidential. The information disclosed in such proceedings cannot be used for any purpose in any other proceedings.

Claims Excluded from Mediation and Arbitration. Notwithstanding the foregoing, neither Bossows har Lender can require the other to mediate my arbitrate (a) foreshour proceedings, whether pursuant to judicial action, power of sale, assent to a decree or otherwise, proceedings, whether pursuant to which bender seeks a deficiency judgment, or any comparable procedures allowed under Applicable Law pursuant to which a ben holder may acquire infection possession of any property which is security for the Transaction and any related personal property (including an assignment of rotta or appointment of a resetter), upon details by the Berrower to the Transaction; the anterior to telef under the foreign bankruptcy laws or any other similar laws of general application to the relief of debics, through the institution of appropriate proceedings, (e) any Claim where Lender seeks damages of other tellef because of Burrower's default under the terms of a Transaction; or (t) any Claim on which tellef could be guarted by the small claims court in Borrower's jurisdiction. Emoreoment of this section will not write tight to arbitrate any other Claim, including a Claim asserted as a recenterclaim in a lawsuit brought under this section.

Fiftee of Rescission. If Borrower has the right to rescind this Transaction, rescinding it will not rescind this Agreement.

No Other Arbitration Agreements. This Agreement is the only agreement between Londer and Borrower regarding alternative dispute resolution, and supersedes any prior agreements to mediate or arbitrate Claims. This Agreement may only be modified by a written agreement between Lender and Paccause.

BORROWER AND LENDER AGREE TO WAIVE ANY RIGHTS TO TRIAL BY JURY OF ANY AND ALL CLAIMS.

BY SIGNING BELOW, Burnower agrees and agrees to the terms and covenants contained in this Society Instrument and in any Rider executed by Remover and recorded with it

WO SHOWERT - Street

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AHOSEDE HENNENE - BORGES

Ebowene #

TEXAS - Single Fare'y - Fannie Mac/Freddie Mac UNIFORM INSTRUMENT Modified by Middleberg, Riddle & Glannu Form 5046

(Page 13 of 14 Pages)

decreases of the control of the following of the second of	(Space Below This Une For	Acknowledgment)
State of TEXAS	§	
County of Donlos	9	
This instrument was acknowledge	ed before me on the	22 day of
ABOSEDE EBOWENE AND A	YO EBOWENE	
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TRUE AUD OT COP F ORICINAL DIFACED TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK Loan No: REDACTED
Borrower: ABOSEDE EBOWENE

Data ID: 219

LEGAL DESCRIPTION

Paste legal description here then photocopy. Attach to the document to be recorded and file as one instrument.

Lot 23, Block X, of OAK HOLLOW - PHASE FOUR, an Addition to the City of Grand Prairie, Tarrant County, Texas, according to the Plat thereof recorded in Volume 388-160, Pages 60 and 61, of the Plat Records of Tarrant County, Texas.



Loan No: REDACTED
Borrower: ABOSEDE EBOWENE

Data ID: 219

ADJUSTABLE RATE RIDER

(LIBOR Six-Month Index (As Published In The Wall Street Journal)-Rate Caps)

THIS ADJUSTABLE RATE RIDER is used this 25th day of February, 2002, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Justrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to AEGIS MORTGAGE CORPORATION ("Lender") of the same date and covering the property described in the Security Instrument and located at:

4617 COVINGTON COURT GRAND PRAIRIE, TEXAS 75052 [Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 8.650 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of March, 2004, and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C)Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding SEVEN and 45/100 percentage points (7.450%) to the Current index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

MULTISTATE ADJUSTABLE RATE RIDEH-LIBOR SIX-MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL)-Single Sembylfornis Mod UNIFORM INSTRUMENT Modified by MickBeberg, Rickie & Gianna Form 3138 1/01 (Page 1 of 3 Pages)



Loan No: REDACTED

Data 1D: 219

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11,6500 % or less than 8.6500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ONE percentage point (1.00 %) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 14.6500 %, or less than 8.6500 %. than 8.6500 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my mouthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 18 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any logal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lendet if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferce as if a new loan were being made to the transferce; and (b) Londer reasonably determines that Londer's security will not be impaired by the Ioan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferce to sign an assumption agreement that is acceptable to Lender and that obligates the transferce to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower,

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MULTISTATE ADJUSTABLE FIATE RIDER-LIBOR SIX-MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL)Single Farmy Farmile Mad UNIFORM INSTRUMENT
Modified by Middleberg, Föddle & Clarina
Form 3138 1/01 (Page 2 of 3 F (Page 2 of 3 Pages) Loan No: REDACTED

Data ID: 219

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

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ABOSEDE EBOWENE -Borrower

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AEGIS MORTGAGE CORP PO BOX 84308 BATON ROUGE LA 70884

-W A R N I N G-THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

INDEXED -- TARRANT COUNTY TEXAS SUZANNE HENDERSON -- COUNTY CLERK OFFICIAL RECEIPT

T O: COMMONWEALTH LAND TITLE INS CO

RECEIPT NO 202175556

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TOTAL: DOCUMENTS: 01 FEES:

43.00

BY:

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

A CERTIFIED COPY.

MARY LOUISE GARCIA, County Clerk

TRUE AND CORRUCT COPY OF ORD FILED IN NYY, TEXAS: GARCIA, COUNTY CLERK

CAUSE NO. 342-258269-12

ABOSEDE EBOWEME,	§	IN THE DISTRICT COURT OF
Plaintiff,	8	
v.	§	342nd JUDICIAL DISTRICT
GMAC MORTGAGE, LLC, et. al.	, § , §	
Defendants	§	TARRANT COUNTY, TEXAS

GMAC'S AFFIDAVIT IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT

- 1. My name is Peter Knapp. I am over 18 years of age, of sound mind, and capable of making this Affidavit. The facts stated in this Affidavit are based on a review of the loan file in this matter and my personal knowledge based thereon, and are true and correct.
- 2. I am employed with Ocwen Loan Servicing, LLC (hereinafter "Ocwen"), successor servicer to GMAC Mortgage, LLC (hereinafter "GMAC") as a Senior Litigation Analyst. I am authorized to submit this Affidavit on behalf of GMAC.
- 3. After review of the relevant documents, I have personal knowledge of the records of GMAC as they pertain to a loan for real property commonly known as at 4617 Covington Court, Grand Prairie, Texas (the "Property"), taken out by Abosede Eboweme ("Plaintiff") on February 25, 2002.



- 4. GMAC assumed servicing of the subject loan from its predecessor, Homecomings Financial, LLC ("Homecomings"), on July 1, 2009. Servicing was subsequently assumed by Ocwen on February 15, 2013. As an employee of Ocwen, successor servicer to GMAC, Homecomings' successor, I have access to and knowledge of Homecomings' document and file management system.
- 5. I have concluded a detailed examination of GMAC's file relating to the Property in detail (hereinafter "the Loan File"). Attached hereto are documents from the Loan File. All of the documents listed below and attached hereto are kept by Ocwen in the regular and ordinary course of business. The attached documents are true and complete copies of the records maintained by Ocwen.
- 6. Based upon my experience and job duties, I am familiar with the manner and procedure in which such documents were created and maintained.
- 7. Plaintiff executed a \$123,500.00 Note on February 25, 2002 in favor of Aegis Mortgage Corporation.
- 8. Plaintiff defaulted under the terms of the Note and Deed of Trust, prompting Homecomings and GMAC, successively, to send notices of default on the subject property beginning in June 2005 that advised of the amount due on the account and the possible consequences of no correcting the default.
- 9. Homecomings offered Plaintiff a loan modification on October 10, 2008 that included a reduced monthly payment of \$939.03 and an initial interest rate of 3%

while waiving all outstanding late charges. A true and correct copy of the loan modification is attached hereto as **Exhibit 1**.

- 10. GMAC suspended foreclosure-related activities during the pendency of the bankruptcy stay imposed by Plaintiff's filing in case number 09-41144 pending before the United States Bankruptcy Court for the Northern District of Texas.
- 11. Plaintiff's default continued, causing GMAC to issue a final Notice of Default on March 7, 2011, which indicated the account was due for the September 1, 2008 payment and that Plaintiff owed \$39,346.75 in past due amounts as of that date. A true and correct copy of the March 7, 2011 Notice of Default is attached hereto as **Exhibit 2**.
- 12. On August 16, 2011, a Notice of Sale was sent to Plaintiff concerning a scheduled September 6, 2011 foreclosure sale. A true and correct copy of the Notice of Sale is attached hereto as **Exhibit 3**.
- 13. On September 6, 2011, the Property was sold at a foreclosure sale as reflected by a Foreclosure Deed in favor of BOA.
- 14. The Loan File does not contain any reference to written requests for account information. The Plaintiff orally requested an account history on October 16, 2008.
- 15. The Borrower has not submitted payment for the account since August 2009, and the account is due for the September 1, 2008 payment. The account has an

outstanding balance of \$177,647.18 as of November 24, 2012, including \$45,979.84 in overdue interest, which is accruing at a rate of \$27.7862 daily.

FURTHER AFFIANT SAYETH NOT

Ocwen Loan Servicing, LLC, successor servicer to GMAC Mortgage, LLC

Peter Knapp, Senjer Litigation Analyst

Sworn to and subscribed before me by KHOR KNAPP

Notary in and for the State of /2 VAS

My commission expires: 01/04/2015

Notarial Seal

MISTY RATLIFF otary Public, State of Texas My Commission Expires January 06, 2015

BREL

Homocomings Financial

October 10, 2008

Abosede Eboweme 4617 Covington Ct Grand Prairie, TX 75052-4000 Hoddddiaddadddolladhalloodlladdd

Re Loan Number

REDACTED

Dear Abosede Eboweme

You have been pre-approved for our Loan Modification Program. It's a special program offered to select homeowners, which will bring your account current immediately and lower your interest rate. However, we must receive the signed and notatized Modification Agreement (enclosed) along with your down payment by 19/31/2008.

Program highlights include:

- · Bringing your account current immediately AND

- Reducing your monthly payment to \$939.03 AND
 Reducing your interest rate to 3% immediately AND
 Waiving all outstanding late charges on your account

In order to take advantage of this one-time offer, please carefully read the attached modification cover letter and Adjustable Rate Loan Modification Agreement. Follow the steps as outlined in the modification cover letter. Don't forget—we must reserve the signed and non-read Modification Agreement along with your days payment by 10/31/2008.

If you have any questions about this program, please call us directly at 1,800,799,9250 (Monday - Thursday 8:00 a.m. to 7:00 p.m., Friday 8:00 a.m. to 5:00 p.m., Central time)

Sincerely,

Loan Modification Specialist

Enclosures

Note: This is an attempt to collect a debt and any information obtained will be used for that purpose. If your cloch has been discharged in bankruptey, our rights are being exercised against the colluderal for the above-referenced loan, not as a personal liability.

EXHIBIT

Loan Number: Property Address:

REDACTED

4617 COVINGTON COURT GRAND PRAIRIE, TX 75052

A loan modification has been approved for your loan, subject to the following:

- · Receipt of the signed and notarized loan modification agreement
- · Receipt of your down payment by 10/31/2008

The terms of the modification are as follows:

- The down payment of \$962.77 must be returned by 10/31/2008.
- This payment and the signed and notarized Adjustable Rate Loan Modification Agreement should be returned using the enclosed pre-paid overnight envelope.
- · The breakdown of the total amount included in the modification is:

Interest portion of your 07/01/2008 - 11/01/2008	\$4,395 35
payments Corporate advances Modification title costs Escrow deficiency Default fees	\$0.00 \$0.00 \$9,555.85 \$0.00
Amounts Capitalized	\$13,951.20

- The interest rate has been reduced to 3% until the next change date and the margin (used to calculate the interest rate) has been reduced to 1%.
- The first modified payment begins 12/1/2008, in the amount of \$939.03.
- Do NOT sign the enclosed Adjustable Rate Mortgage Loan Modification Agreement unless you are in the presence of a notary. This document must be signed in the presence of a notary and (if applicable) other witnesses. All of the documents must be executed and the signatures must be exactly as the way the names are typed.

 If any modification closing costs are more than projected, the difference will be assessed to the greening.

- All miscellaneous fees and costs excluding late charges may not have been included in the loan modification and will remain outstanding.
 The loan modification will not be complete until we receive the documents properly executed and the down payment. Until the modification is completed, we will continue to enforce our lien. If the conditions outlined above are not satisfied, the modification offer will be withdrawn.

All funds collected for the loan modification are non-refundable and will be applied toward

If you have any questions regarding this modification offer, please contact a modification specialist directly at 1.800.799.9250 (Monday - Thursday 8:00 a.m. to 7:00 p.m., Friday 8:00 a.m. to 5:00 p.m., Central time).

Note: This is an attempt to talked a debt and any information obtained will be used for that purpose. If your debt has been discharged in bankruptcy, our rights are being exercised against the collateral for the above-referencest foan, and as a personal liability.



Dear Valued Customer,

Attached are your loan modification documents from Homecomings Financialsm Please contact Nations Direct, at 1.866-280.4790, at your convenience to schedule a time for a notary to meet with you to sign these documents. This process will take approximately 15 minutes, and there is no additional charge for this service

Please be sure to have all parties present at the time of the signing. Please see the signature lines on the last page of your Modification Agreement.

Please do not sign unless in the presence of a notary.

Sincerely,

Nations Direct (Working with Homecomings Financial^{xnt})

Record & Return To: Homecomings Financial, LLC Atta: Loss Mitigation Department 3451 Hammond Avenue. Waterloo, IA 50702

Space Above This Line For Recorder's Use

ADJUSTABLE RATE LOAN MODIFICATION AGREEMENT

This Adjustable Rate Loan Agreement ("Agreement"), made this 10/31/2608, ("Effective Date") between Abosede Ebowerne ("Borrower") and Homecomings Financial, LLC ("Ender"), anteigls and supplements that certain promissory note ("Note") dated 2/25/2002, in the original principal sum of ONE HUNDRED TWINTY-THREE THOUSAND FIVE HUNDRED DOLLARS & 0/100 CENTS (\$123,500.00) executed by Borrower. The Note is secured by a Mongage, Deed of Trust, or Dead to Secure Debt (the "Security Instrument"), and said security instrument covers the real and, if applicable, personal property described in such Security Instrument (the "Property") located at DALLAS County. TX. Said Security Instrument (the "Property") located at 4617 COVINGTON COURT, GRAND PRAIRIE, "TX 75052 which real property is more particularly described as follows.

(Legal Description)

Borrower acknowledges that Lender is the legal holder and the owner of the Note and Security Instrument and further acknowledges that if Lender transfers the Note, as amended by this Agreement, the transferce shall be the "Lender" as defined in this Agreement.

Borrower has requested, and Lender has agreed, to extend or rearrange the time and manner of payment of the Note and to extend and carry forward the lien(s) on the Property whether or not created by the Security Instrument.

Now, therefore, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the puries hereto agree as follows (notwithstanding anything to the contrary contained in the Note of Security Instrument):

1. Borrower acknowledges that as of the Effective Date, the amount payable under the Note and secured by the Security Instrument (the "Principal Balance") is ONE HUNDRED THRITY-ONE THOUSAND TWO HUNDRED SEVENTY-SIX DOLLARS & 54/100 CENTS (\$131,70.54). Borrower hereby renews and extends such indebtedness and promises to pay jointly and severally to the order of Lender the Principal Balance, consisting of the amount of branch to Borrower by Londer and any accuracy but indicated uses and promises to pay jointly and severally to the order of Lender the Principal Balance, consisting of the amount of principal has been paid.

2. Borrower will pay interest will be charged on the impaid Principal Balance intil the full amount of principal has been paid.

2. Borrower will pay will change in accordance with this Agreement. The interest rate Borrower will pay will change in accordance with this Agreement. The interest rate required by this Agreement is the rate Borrower will pay both before and after any default under the terms of the Note, as ammended by this Agreement.

3. Borrower promises to make monthly principal and interest payments of \$652.49, hogiming on \$21/2008, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on \$1/2032 Borrower still owes amount under the Note and Security Instrument, as amended by this Agreement. Borrower will pay these amounts in full on the Maturity Date. Borrower will pake such payments at \$451. Hammond Avenue, Watertoo, IA 50702 or at such other place as Lender may require.

4. The monthly payment may change based on changes in the unpaid principal of the loan and in the interest rate Borrower must pay Lender will determine the new interest rate and the changed amount of the monthly payment in accordance with this Agreement. The interest rate and the changed amount of the monthly payment in accordance with this Agreement. The interest rate and the changed accordance with this Agreement.

5. Beginning with the first Change Date, the interest rate will be based on the Index "The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London Market (LiBOR) as politished in The Wall Street Journal. The most obesit hades figure available as of the inst husiness day of the month immediately proceding he mouth in which the change occurs is called the "Current Index." If the Index is no longer available, the budge will choose a new index which is based upon comparable information. Lender will give Borrower notice of this choice.

6. Before each Change Date, Londor will calculate the new interest rate by adding One percentage points (17%) to the Current Index Londor will then round the sust of this stated below, their rounded amount of the mouthly paginated the sust of this stated below, the rounded amount of the mouthly paginated to the limits stated below, the rounded amount of the mouthly paginated to the limits report the inpaid principal that Borrower is expected to over at the Change Date in fill on the Adutarist Date at the new interest rate in substantially equal payments. The result of this calculation will be the new amount of the mouthly garment domewor will pay the amount of the new mouthly payment beginning on the Ifrist mouthly payment date after the Change Date in fill the amounts of the mouthly payment of the carbon of the payment of the carbon of the mouthly payment date after the Change Date in the amounts of the mouthly payment changes again. The mentility payments will be applied first to the payment of interest due and then to the principal.

7. The interest rate Borrower is required to pay at the Ifras Change Date will he pay and the payment of the payment of the first Change Date by more than one percentage points (1%) from the rate of anterest Borrower has been paying for the preceding six mouths. The notice will include inflormation required by law to be more than the substantial payment. The notice will include inflormation of the

12. As amended hereby, the provisions of the Note and Security instrument shall continue in full and effect, and the Borrower acknowledges and reaftirms Borrower's liability to Lender thereunder. In the event of any inconsistency between this Agreement and the terms of the Note and Security Instrument, this Agreement shall govern. Nothing in this Agreement shall be understood or construct to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain inclanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as anended by this Agreement, including but not finited to, in the case of the Borrower, the obligation to pay heirs such as taxes, insurance premiums or exercitions, as applicable. Any default by Borrower in the performance of its obligations berein contained shall constitute a default inder the Note and Security Instrument and shall allow Lender to exercise all of its remedies set forth in send Security Instrument and Security Instrument.

15. Lender does not, by its execution of this Agreement, waive any rights it may have against any person not a party, hereto. This Agreement may be executed in multiple counterparts, each of which shall constitute an original instrument, but all of which shall constitute one and the same Agreement, EACH OF THE BORROWER AND THE LENDER ACKNOWLEDGE THAT NO REPRESENTATIONS, AGREEMENTS OR PROMISES WERE MADE BY THE OTHER PARTY OR ANY OF ITS REPRESENTATIVES OTHER THAN THOSE REPRESENTATIVES. AGREEMENTS OR PROMISES SPECIFICALLY CONTAINED HEREIN, THIS AGREEMENT, AND THE NOTE AND SECURITY INSTRUMENT (AS AMENDED HEREBY) SETS FORTH THE ENTIRE UNDERSTANDING BICTWEEN THE PARTIES.

Executed effective as of the day and year first above written

Abosede Eboweme	
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BORROWER ACKNOWLEDGE	RMENT
State of	
County of	
On appeared Abosede fibowome person satisfactory evidence) to be the person instrument and acknowledged to manthorized capacity(ics), and that by person(s), or entity apon behalf of the content of the	re me personally nally known to me (or proved to me on the basis of con(s) whose name(s) is/are subscribed to the within a that leaker/they executed the same in his/her/their signature(s) on the instrument the which the person(s) acted, executed the instrument
Witness my hand and official seal	
	Notary Public
	My Commission Expires

Homecoming	os Pina	ncial	LI	.C
HOINCCOMING	ga riiid	noiai,	-1	٠,

By:

Title: LIMITED SIGNING OFFICER

LENDER ACKNOWLEDGEMENT

State of IOWA

County of BLACK HAWK

On the day of 20 the undersigned, a Notary Public in and for said county and state, personally appeared KRISTI M CAYA, personally known to me or identified to my satisfaction to be the person who executed the within instrument as Limited Signing Officer of Honecomings Francial, LLC and they duly acknowledged that said instrument is the act and deed of said entity, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained

Witness my hand and official seal

Notary Public		 *	
My Commission	Expires		

□
{{DPLX}}

03/07/11

Certified Number: 7010309000033615057

AYO EBOWEME

4617 COVINGTON COURT

GRAND PRAIRIE

TX 75052

RE: Account Number REDACTED

Property Address 4617 COVINGTON COURT

GRAND PRAIRIE TX 75052

Dear Borrower(s):

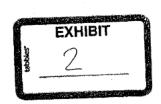
Pursuant to the terms of your Note and Deed of Trust, you are hereby served notice of the following:

You have not made timely payments of principal and interest under the Note, and escrow requirements under the Deed of Trust, which sums were due for 09/01/08 through 03/01/11. Due to your failure to make such payments, you also owe late charges of \$ 1553.84.

Demand is hereby made for you to cure such default by paying all amounts due now on or before thirty (30) days from the date this letter is mailed. The amount due as of the date of this letter is \$ 39346.75. This amount includes outstanding charges, if any. If any other installments or expenses become due at the time you attempt to cure this default, they will be added to this figure. Payment must be made by cashier's check or certified funds. Partial payment will not be accepted.

If the amount needed to cure the default is not received within 30 days from the date this notice is mailed, we will accelerate the loan balance secured by the Deed of Trust. We will also exercise our right to foreclose the lien created under the Deed of Trust and sell the property, securing payment of the notice. In addition, if any real estate taxes are past due they are to be brought current.

(continued on back)



03/07/11
Account Number REDACTED
Page Two

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Due to the non-receipt of your monthly mortgage payment, we may perform an inspection of the above-mentioned property. Inspections are performed to determine the condition and occupancy status of the property. As required by law, you are hereby notified that your credit rating may be adversely affected if you do not fulfill the terms of your credit obligations.

You have the right to reinstate the Note and Deed of Trust after acceleration if, prior to the scheduled foreclosure sale of the property, you pay all installments and late charges then due, and pay all reasonable costs and expenses, including, but not limited to attorney's fees.

You have the right to assert the non-existence of the default or any other defenses you may have to the acceleration of the debt and the sale of the property.

If you have any questions regarding this letter, the amount due, or the actions you must take to reinstate the loan, please contact a loan counselor at 800-850-4622.

Collection Department Loan Servicing

Notice: Federal law requires that we advise you that this notice is from a debt collector attempting to collect on a debt and any information obtained will be used for that purpose.

If you are currently involved in a bankruptcy proceeding or have been discharged of your personal liability for the repayment of this debt, this notice is being provided for informational purposes only. It is not an attempt to hold you personally responsible for the debt and applies only to the lien on your property and not to you personally.

{ { DPLX } }

03/07/11

Certified Number: 7010309000033615056

ABOSEDE EBOWEME

4617 COVINGTON COURT

GRAND PRAIRIE

TX 75052

RE: Account Number REDACTED

Property Address 4617 COVINGTON COURT

GRAND PRAIRIE TX 75052

Dear Borrower(s):

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(continued on back)

 \Box

03/07/11
Account Number REDACTED
Page Two

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If you are currently involved in a bankruptcy proceeding or have been discharged of your personal liability for the repayment of this debt, this notice is being provided for informational purposes only. It is not an attempt to hold you personally responsible for the debt and applies only to the lien on your property and not to you personally.

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

DATE: Jul 22, 2011

DEED OF TRUST, SECURITY AGREEMENT-FINANCING STATEMENT:

Date:

02/25/2002

Grantor:

ABOSEDE EBOWEME AND AYO EBOWEME

Beneficiary:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,

INC., ACTING SOLELY AS NOMINEE FOR AEGIS

MORTGAGE CORPORATION

Trustee:

AMY MANDART

Recording Information: Instrument , Volume XX, Page XX, Real Property

Records, Turrant County, TX, Recorded on: 02/28/2002 Property: See EXHIBIT "A"

Mortgage Servicer:

GMAC MORTGAGE, LLC FKA GMAC MORTGAGE

CORPORATION

NOTE:

Date:

02/25/2002

Amount

\$123,500.00

Debtar: Hølder: ABOSEDE EBOWEME AND AYO EBOWEME

Bank of America, National Association as successor by merger to LaSalle Bank National Association as Trustee for RAMP 2007RP2

SUBSTITUTE TRUSTEE:

Kevin Key, or Janae Urbanczyk, Nool McNally, Cassandra Inouye or Erika Puentes, eto Executive Trustee Services, LLC, 2255 North

Ontario Street, Suite 400, Burbank, California 91504-3120

DATE OF SALE OF PROPERTY:

Tuesday, 09/06/2011 at 10:00 A.M. but in no event later than three (3) hours thereafter

PLACE OF SALE OF PROPERTY:

The base of the Courthouse steps on the East side of the building.

If no place is designated by the Commissioner, the sale will be conducted at the place where the Notice of Substitute Trustee's Sale was posted, or any other area designated by the courthouse or Commissioner of Courts pursuant to Sec 51,002 of the Texas Property Code



EXHIBIT

NOTICE IS HEREBY GIVEN that because the default in performance of the obligations of the Deed of Trust. Substitute Trustee will sell the property by public auction to the highest bidder for cash at the place and date specified to satisfy the debt secured by the Deed of Trust. The sale will begin at the earliest time stated above or within three hours after that time.

GMAC MORTGAGE, LLC FKA GMAC MORTGAGE CORPORATION is acting as the mortgage servicer for Bank of America. National Association as successor by merger to LaSalle Bank National Association as Trustee for RAMP 2007RP2 who is the mortgagee of the Note and Deed of Trust associated with the above referenced loan.

GMAC MORTGAGE, LLC FKA GMAC MORTGAGE CORPORATION, as Mortgage Servicer, is representing the Mortgagee, whose address is Bank of America, National Association as successor by merger to LaSalle Bank National Association as Trustee for RAMP 2007RP2:

C/O GMAC MORTGAGE, ILC FKA GMAC MORTGAGE CORPORATION 1100 VIRGINIA DRIVE FORT WASHINGTON, PA 19034

> Kevin Key, or Janae Urbanczyk, Noel McNally, Cassandra Inouye or Erika Puentes, c/o Executive Trustee Services, 1.L.C., 2255 North Ontario Street, Suite 400. Burbank, California 91504-3120

Substitute Trustee

Return to: Executive Trustee Services, LLC 2255 North Ontario Street, Suite 400 Burbank, CA 91504-3120

EXHIBIT "A"

LOT 23. BLOCK X, OF OAK HOLLOW - PHASE FOUR, AN ADDITION TO THE CITY OF GRAND PRAIRIE, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 388-160, PAGES 60 AND 61, OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS



Please find enclosed a Notice of Acceleration of Maturity if not previously sent and Notice of Non-Judicia. Foreclosure Sale (Notice of Substituted Trustee's Sale).

This is an actempt by a debt collector to collect a consumer debt and any information obtained will be used for that purpose.

Unless within thirty (30) days after you receive this notice you dispute the validity of this debt, or any portion of the debt, the debt will be presumed to be valid.

If within this thirty days; (i) You notify this office (hereinafter "we" or "us") in writing that you dispute this debt, or any portion of it, then we will obtain and mail to you verification of this debt or a copy of any judgment against you; (ii) You request in writing that we obtain the name and address of the original creditor, if different from the current creditor, then we will obtain and mail it to you; (iii) You notify us in writing that you dispute this debt, or any portion of the debt, then we will cease collection of the debt, until we obtain verification of the debt, or a copy of any judgment, and mail it to you; (iv) You request in writing the name and address of the original creditor, if different from the current creditor, then we will cease collection of the debt, until we obtain the name and address of the original creditor and mail it to you.

In the event your are presently on active duty in the Armed Services of the United States or have been discharged within nine (9) months prior to the date of this letter, please submit evidence of such service by way of a letter from your Commanding Officer or a copy of your discharge orders to this office immediately, inasmuch as you may have certain rights available to you pursuant to the Soldiers' and Sailors' Civil Relief Act.

Address for Notices:

Pite Duncan, LLP 4375 Jutland Drive, Suite 200 P.O. Box 17935 San Diogo, CA 92177-0935

(See the name of the creditor and the amount of the debt on the next page)



NOTICE OF ACCELERATION OF MATURITY

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE

Date: May 18, 2011

Loun No. REDACTED

T.S. No.

Re: S123.500.00 promissory note (the "Note", whether one or more) dated 02/25/2002, executed by ABOSEDE EBOWEME AND AYO EBOWEME, and payable to the order of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ACTING SOLELY AS NOMINEE FOR AEGIS MORTGAGE CORPORATION as therein provided, secured by a deed of trust (the "Deed of Trust") dated of even date therewith, and recorded in Tarrant County, Texas, covering the property described in the enclosed Notice of Substitute Trustee's Sale.

ABOSEDE EBOWEME, AYO EBOWEME 4617 COVINGTON COURT GRAND PRAIRIE, TX 75052

You have previously been advised by letter dated 3/7/2011, of certain defaults under the Note or Deed of Trust and informed of the intent to accelerate the maturity date of the Note if defaults therein were not cured within the specified time period. Because of defaults in complying with the terms and provisions of the Note and Deed of Trust, notice is hereby given that the present legal holder of the Note HAS ACCELERATED THE MATURITY DATE OF THE NOTE. As a result of such acceleration, the entire unpaid principal balance of the Note and all accrued interest and all other sums lawfully owing on the Note or under the Deed of Trust are now due and payable and demand is hereby made for the immediate payment in full of all such sums. As of May 18, 2011, the total amount due is \$161,366.94.

YOU WILL, THEREFORE, TAKE NOTICE that, pursuant to Section 51.002 of the Texas Property Code, a Notice of Substitute Trustee's Sale (the "Notice") will be posted at the courthouse door of Tarrant County, Texas, and a copy of the Notice will be filed in the office of the County Clerk of Tarrant County, Texas. A copy of the Notice is enclosed herein.

Notice of Acceleration of Maturity

Loan No. REDACTED T.S. No.

You are further notified that, in accordance with the terms of the Deed of Trust, and subject to the provisions, if any, in the Note or Deed of Trust regarding your opportunity to reinstate, if payment in full of the outstanding principal balance of the Note, together with all interest accrued thereon and all other lawful charges and attorney's fees incurred to date are not received before the foreclosure sale, the liens created under the Deed of Trust will be foreclosed on as specified in the Notice, and any sums received at the foreclosure sale shall be applied as set forth in the Deed of Trust. As of May 18, 2011, the amount necessary for you to pay in order to cure the existing defaults and reinstate your loan is \$42,964.25.

In the event the subject property is sold at foreclosure for an amount not sufficient to satisfy the entire unpaid balance of the Note plus accrued but unpaid interested thereon plus escrow charges, late charges, default interest, trustee's fees, attorney's fees, and expenses incurred in connection with the foreclosure, you may be liable for the deficiency.

If you have received a discharge in bankruptcy, the lender does not seek a monetary judgment against you but only seeks possession of the collateral which is security for the debt.

Dated: May 18, 2011

PITE DUNCAN, LLP

By: Daniel R. Gamez (SBOT 24034451)

4375 Jutland Drive, Suite 200

P.O. Box 17935

San Diego, CA 92177-0935



NOTICE REQUIRED BY IDAHO LAW

Mortgage Foreclosure is a legal proceeding where a lender terminates a borrower's interest in property to satisfy unpaid debt secured by the property. This can mean that when a homeowner gets behind on his or her mortgage payments, the lender forces a sale of the home on which the mortgage loan is based. Some individuals or businesses may say they can "save" your home from foreclosure. You should be cautious about such claims. It is important that you understand all the terms of a plan to "rescue" you from mortgage foreclosure and how it will affect you. It may result in your losing valuable equity that you may have in your home. If possible, you should consult with an attorney or financial professional to find out what other options you may have. Do not delay seeking advice, because the longer you wait, the fewer options you may have.

You may find helpful Information online. One excellent source is the Department of Housing and Urban Development (HUD) website which can be found at "http://www.hud.gov/foreclosure/index.cfm". HUD also maintains on its website a list of approved housing counselors who can provide free information to assist homeowners with financials problems. Another good source of information is found at the Office of the Attorney General's website "http://www2.state.id.us/ag/".

Under Idaho law, you have five (5) days to rescind or undo certain contracts or agreements that relate to transferring interests in property or money in a foreclosure situation. An attorney or financial professional can tell you more about this option.



U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED
TAWANA C. MARSHALL, CLERK
THE DATE OF ENTRY IS
ON THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

United States Bankruptcy Judge

Signed February 14, 2011

UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF TEXAS FORT WORTH DIVISION

In re:	,
Abosede Eboweme,) Case Number 09-41144-DML13) Chapter 13
Debtor.)
Bank of America, National Association, as Successor by Merger to LaSalle Bank)
National Association as Trustee for RAMP 2007RP2,	Hearing Date: August 30, 2010 Hearing Time: 1:30 p.m.
Movant,) Judge: Honorable D. Michael Lynn
v.)
Abosede Eboweme and Tim Truman, Trustee,	
Respondents.)

ORDER GRANTING MOVANT'S MOTION FOR RELIEF FROM STAY

EXHIBIT

1/1983555 2

THIS MATTER came before the Court for hearing on August 30, 2010 on the Movant's Motion for Relief from Automatic Stay and Co-Debtor Stay of Act Against Property (the "Motion") filed by Bank of America, National Association as Successor by Merger to LaSalle Bank National Association as Trustee for RAMP2007RP2 (the "Trustee") though GMAC Mortgage, LLC, as servicer for the Trustee. Based on the pleadings of record, the representations of counsel, and the testimony and other evidence at the hearing, the Court hereby finds, determines, and concludes the Motion is due to be granted on the terms and conditions set forth herein. Accordingly, it is hereby

ORDERED, ADJUDGED, and DECREED that the Motion is GRANTED; and it is further

ORDERED, ADJUDGED AND DECREED that the automatic stay is lifted with respect to the real property and improvements owned by the Debtor and located at 4617 Covington Court, Grand Prairie, Texas 75052, more particularly described as follows:

LOT 23, BLOCK X, OF OAK HOLLOW – PHASE FOUR, AN ADDITION TO THE CITY OF GRAND PRAIRIE, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 388-160, PAGES 60 AND 61, OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS.

(the "Real Estate"); and it is further

ORDERED, ADJUDGED and DECREED that the Trustee may exercise all rights and pursue all remedies, including forcelosure of the Real Estate; and it is further

ORDERED, ADJUDGED, and DECREED that this Order is without prejudice to the Debtor's right to pursue any causes of action, remedies, including damages (along with attorneys' fees, costs of court, and interest) that she may or not be entitled to against Aegis Mortgage Corporation; GMAC Mortgage, LLC.; Bank of America; Raifu Mustapha; Janet

Case 4:11-cv-00446-Y Document 19 Filed 09/29/11 Page 1 of 1 PageID 53

IN THE UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF TEXAS FORT WORTH DIVISION

ABOSEDE A. EBOWEME

S
S
VS.
S
CIVIL ACTION NO.: 4:11-CV-446-Y
S
GMAC Mortgage, et al.
S

FINAL JUDGMENT

Pursuant to the Court's order entered this same day and Federal Rule of Civil Procedure 41(a), all claims in the above-styled and -numbered cause are DISMISSED WITHOUT PREJUDICE. All costs under 28 U.S.C. § 1920 shall be taxed against the party that incurred them.

SIGNED September 29, 2011.

TERRY R. MEANS

UNITED STATES DISTRICT JUDGE

Davis; Janet Davis Realty; Margaret Fagbemi; Maximum Financial; Amazing Spec Home Inspection and Bola Ayanbule.

###End of Order###

Page 1 of 2

Electronically Recorded
Official Public Records

Tarrant County Texas

6/27/2011 9:56 AM

Mary Louise Garcia

3S 2 \$20.00

Submitter: ACS

Requested and Prepared by Executive Trustee Services, LLC

When Recorded Mail To Executive Trustee Services, LLC 2255 North Ontario Street, Suite 400 Burbank, CA 91504-3120

MERS telephone: 1-888-679-6377

Loan No REDACTED
TS NO

ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned corporation hereby grants, assigns, and transfers to:

Bank of America, National Association as successor by merger to LaSalle Bank National Association as Trustee

all beneficial interest under that certain Deed of Trust dated: 02/25/2002 executed by ABOSEDE EBOWEME AND AYO EBOWEME, as Trustor(s), to AMY MANDART, as Trustse, and recorded as instrument No. D202057914, on 02/28/2002, in Book XX, Page XX of Official Records, in the office of the County Recorder of Tarrant County, TX together with the Promissory Note secured by said Deed of Trust and also all rights accrued or to accrue under said Deed of Trust.

DATE: JUNE 14, 2011

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC., ACTING SOLELY AS NOMINEE
FOR AEGIS MORTGAGE CORPORATION, +>> SUCCESSORS
AMOLOSS ICUIS

Heather Harper Assistant Secretary

State of Pennsylvanias. County of Montgornery

On OFF 2011 before me. Cindy StewartNotary Public, personally appeared Heather Harper who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

I certify under penalty of penjury under the laws of the State of Pennsylvania that the foregoing paragraph is true and correct

WITNESS my hand and official seal

COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL

Crady A. Stewart, Notary Public Upper Dublin Twp, Montgomery County My communico expires October 19, 2013

Signature Multiple Seat

Cindy Stewart

art

TRUE AND CORRECT COPY OF ORIGINAL RECTARD FILE TARROWS COUNTY, TEX MARY LOUISE GARCIA, C

EXHIBIT



Comptroller of the Currency Administrator of National Banks

Washington, DC 20219

CERTIFICATION OF NATIONAL BANK MERGER

I, John Walsh, Acting Comptroller of the Currency, do hereby certify that the document hereto attached is a true and complete copy of the certificate recorded in the Office of the Comptroller of the Currency, evidencing the merger of "LaSalle Bank National Association," Chicago, Illinois, and "LaSalle Bank Midwest National Association," Troy, Michigan, with and into "Bank of America, National Association," Charlotte, North Carolina (Charter No. 13044), effective October 17, 2008.

IN TESTIMONY WHEREOF, today, April 4, 2012, I have hereunto subscribed my name and caused my seal of office to be affixed to these presents at the U.S.

Department of the Treasury, in the City of Washington, District of Columbia.



Acting Comptroller of the Currency

hu Talch



Page 1 of 6

TS No.

Official Public Records

Official Public Records

10/18/2011 1:38 PM

PGS 6 \$36 00

Mary Louise Gellold

ACS

NOTICE OF CONFIDENTIALITY RIGHTS IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATIN FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

STATE OF TEXAS
COUNTY OF Tarrant

WHEREAS, ABOSEDE EBOWEME AND AYO EBOWEME, in order to secure the payment of the Note for the sum set forth in said Note, payable to the order of AEGIS MORTGAGE CORPORATION, made, executed and delivered to AMY MANDART. I rustee a certain Deed of Trust dated 02/25/2002 recorded in Volume XX, instrument No Page XX of the Real Property Records of Tarrant County, Lexas, to which Deed of Trust and its record reference is here made for a detailed description of said Note, the terms and covenants of said Deed of Trust, and the lands and premises there conveyed, said land being more particularly described as follows

LOT 23, BLOCK X, OF OAK HOLLOW - PHASE FOUR, AN ADDITION TO THE CITY OF GRAND PRAIRIE, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 388-160. PAGES 60 AND 61, OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS

WHERFAS, said Note together with the liens securing same was transferred and assigned in due course for value before maturity to Bank of America, National Association as successor by merger to LaSalle Bank National Association as Trustee for RAMP 2007RP2

WHI RI AS, it is provided in said Deed of Trust that failure to make any of the payments in the above described Note as the same became due and payable, or failure to comply with any or all of the covenants and conditions of said Deed of Trust, shall, at the option of Bank of America, National Association as successor by merger to LaSalle Bank National Association as Trustee for RAMP 2007RP2, or the legal or equitable holder thereof, mature the whole of said Note and in such event or events and at the request of the owner or holder of said Note secured by said Deed of Trust, the said Trustee or his successors shall enforce said Trust by selling the hereinbefore described land and premises according to law, and in accordance with the provisions of said Deed of Trust, all as more fully set out in said Deed of Trust, and,

WHEREAS. Default was made in the payment of said note according to the terms, tenor and effect thereof, and the legal or equitable owner or holder of said note, after all required notices were given, evidenced by Affidavit of Notice to Debtors and Affidavit of Military Status, attached hereto and made a part hereof, declared the whole note immediately due and payable and the 1 rustee named in said Deed of Trust having been removed, the owner and holder of said indebtedness appointed the undersigned as Substitute Trustee, and requested the undersigned to sell said land and premises according to law and in accordance with the provisions of said Deed of Trust in satisfaction of the indebtedness secured by said Deed of Trust, and,

WHEREAS, the holder of the debt, by certified mail, has given written notice to the debtors at their last known address that the debtor was in default under the terms of the Deed of Trust and giving the debtor at least twenty days to cure the default (or thirty days if the above referenced Deed of Trust so states) prior to the entire debt being accelerated and the Notice of Trustee Sale given, and

WHEREAS, the said land above described was advertised for sale, and written notices of sale were posted in accordance with the terms of said Deed of Trust and in accordance with the laws of the State of Texas pertaining to the foreclosure under the Deed of Trust, at least 21 days preceding the date of the sale at the Courthouse Door of Farrant County, Texas, and



Page 2 of 6

TS No

WHEREAS, the holder of the debt requested the Substitute Trustee and by this instrument the Substitute Trustee swears, deposes and states under oath that there was served written notice of the proposed sale by certified mail at least twenty-one (21) days preceding the date of sale on each debtor obligated to pay such debt according to the records of such holder by deposit of the Notice, enclosed in a postpaid wrapper, properly addressed to each debtor at the most recent address shown by the records of the holder of the debt, in a post office of official depository under the care and custody of the United States Postal Service, and a copy of such Notice of Sale was filed with the County Clerk of such County preceding the date of this sale, and that the Mortgagor(s), his (their), heirs and/or assigns are alive and are not in the military service and were not in the military on the day of sale nor 90 days prior to the day of sale

WHEREAS, I, the said Substitute Trustee, after all prerequisites required by law and/or by said Deed of Trust have been duly satisfied by the holder of the Note, and by said Substitute Trustee, did conduct the sale on 09/06/2011, said sale beginning no earlier than 10 00 A M o'clock and being concluded within 3 hours of such starting time on the date for which said sale was advertised, offering the said land and premises for sale and conducting said sale in the area of the Courthouse designated by the Commissioner's Court, pursuant to Section 51 002 of the Texas Property Code as the place where foreclosure sales are to take place and if no place was designated by the Commissioner's Court, the sale was conducted at the place where the Notice of Trustee's Sale was posted in the County Courthouse, and,

WHEREAS, at the said sale Bank of America, National Association as successor by inerger to I aSalle Bank National Association as Trustee for RAAC 2007RP2, (hereinafter "Grantee"), whose address is C/O GMAC MORTGAGE, LLC FKA GMAC MORTGAGE CORPORATION, 1100 VIRGINIA DRIVE, FORT WASHINGTON, PA 19034, bid for said land and premises the sum of \$88,000 00, which was the highest and best bid offered for said land and premises, whereupon said land and premises were knocked off and sold for said sum to the said Grantee in accordance with the terms and provisions of said Deed of Lrust,

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS—that I, the said Substitute Trustee, named and appointed under the terms of said Deed of Trust, acting herein under and by virtue of power conferred upon me by the said Deed of Trust, and in accordance with the laws of the State of Texas, for and in consideration of the sum bid as aforesaid, which amount has been applied in accordance with the terms of said Deed of Trust on the indebtedness secured by it, do hereby bargain, sell and convey unto the said Grantee the said hereinbefore described land and premises, together with all and singular the rights and appurtenances to the same in anywise belonging

TO HAVE AND TO HOLD the said property unto the said Grantee, its successors and assigns, forever, in fee simple, and I, the said Substitute Trustee, acting in the capacity and manner aforesaid, by virtue of the power vested in me under the terms of said Deed of Trust, do hereby bind and obligate the said mortgagor(s), his (theirs) heirs, assigns, executors and administrators to warrant and forever defend all and singular the right and title to said property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof

EXECUTED this instrument on 10-13-11

SUBSTITUTE TRUSTEE

TPUE AND CLARGED COPY OF OBSE TAL DECORD FILED IN TALBASIT COUNTY, TEXAS: MARY LIQUISE GARCIA, COUNTY CLERK Page 3 of 6

TS No.

State of Texas
County of Dallas

SUBSCRIBED AND SWORN TO (OR AITIRMED) before me. 13 day or 10 to beer , 2011, by 10 noe U

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to me on the basis of satisfactory evidence to be the person(s) who appeared before the

KRYSTLE DIANNE PALOMO
Notery Public, State of Texas
My Commission Expires
November 08, 2014

RETURNIO

Land Records of Texas 1525 W. Walnut Hill Lanc, Suite 300 IRVING, 1'X 75038

US property with the contract of the contract

Signature of Shurv Public

Page 4 of 6

Executive Trustee Services, LLC 2255 North Ontario Street, Suite 400 Burbank, CA 91504-3120

T.S.# Loan No #



State of Texas County of Tarrant

AFFIDAVIT OF NON-MILITARY SERVICE

I, Tommy Davis, being duly sworn, deposes and says; that ABOSEDE EBOWEME, AYO EBOWEME, are (is) not now, or within the period of nine months prior to the non-judicial Foreclosure Sale scheduled for 09/06/2011, (a) on active duty military status as a member of the Armed Forces of the United States, or the NOAA, or Public Health Service, or (b) in training or being educated under the supervision of the United States preliminary to induction into military service or (c) under orders to report for induction under the Selective Training and Service Act of 1940, or (d) a member of the Enlisted Reserves Corps under orders to report for military service, or (e) an American Citizen, serving with the force of any nation allied with the United States in the prosecution of war; within; the purview of the Soldier's and Sailor's Civil Relief Act of 1940, as amended or (f) serving in the armed forces of the United States Pursuant to the Selective Service Act of 1948, or (g) on active duty military status with the Texas National Guard or the National Guard of any other state

Dated 9 12

By:

Tommy Davis

State of California County of Los Angeles

SUBSCRIBED and SWORN to (or affirmed) before me this 1314 day of

, 20 (\, by 1 Owner ی نیمالیا , proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature

Seal

Notary Public in and for said State

TRUE AND CORRECT COPY OF ORIGINAL MECORD FILED IN TALFORT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK

SALLY BELTRAN Commission # 1777085 Notary Public - California Las Angeles County My Comm Explosition 2011

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AFFIDAVIT OF MAILING

Executive Trustee Services

Date:

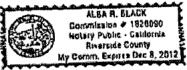
07/25/2011

Ref. No:

MailbatchID: 365660

STATE OF CALIFORNIA COUNTY OF RIVERSIDE

The declarant, whose signature appears below, states that he is over the age of eighteen (18) years; is employed in Riverside County, California; acting on behalf of Executive Trustee Services; is not a party to the within action; and that on July 25, 2011, he personally served the Notice, of which the annexed is a true copy, by depositing in the United States Mail a copy of such Notice in a sealed envelope, sent Certified Mail, with postage prepaid, such envelope being addressed to the person(s) named at the addresses below. I declare under penalty of perjury that the foregoing is true and correct. Afficht Anthony Gomez TXNT6_CERTIFIEDRETURNRECEIPT 7198 9006 9295 3382 0474 TSN # 東京中央社会市民司66年QE 京集 1997年公司中職署 1888年中京日本省署公議議院 TXNT8_CERTIFIEDRETURNRECEIPT 7196 9008 9298 3362 0487 TSN # AYO EBOWEME 4817 COVINGTON CT ABOSEDE EBOWEME A MODA OF SELECTION CONTRACTOR 4617 COVINGTON CT GRAND PRAIRIE, TX 75052-4000 GRAND PRAIRIE, TX 75052-4000 STATE OF CALIFORNIA COUNTY OF RIVERSIDE Subscribed and sworn to (or affirmed) before me on this day of 2011 (year), by Anthony Gomez, proved to me on the basis of satisfactory evidence to be the person who appeared before me. (Seal of Notary) (Signature of Notary) ALBA M. BLACK





AFFIDAVIT OF MAILING

Executive Trustee Services

Date:

07/25/2011

Ref No.:

MailbatchID: 365623

STATE OF CALIFORNIA COUNTY OF RIVERSIDE

The declarant, whose signature appears below, states that he is over the age of eighteen (18) years; is employed in Riverside County, California; acting on behalf of Executive Trustee Services; is not a party to the within action; and that on July 25, 2011, he personally served the Notice, of which the annexed is a true copy, by depositing in the United States Mail a copy of such Notice in a sealed envelope, sent First Class, with postage prepaid, such envelope being addressed to the person(s) named at the addresses below.

I declare under penalty of perjury that the foregoing is true and correct.

Afflant Apthony Gomez TXNTS_FIRSTCLASS TXNTS_FIRSTCLASS

225285<u>7769</u> TSN # ABOSEDE EBOWEME **4817 COVINGTON CT** GRAND PRAIRIE, TX 75052-4000

TSN# AYO EBOWEME 4617 COVINGTON CT

2252657770

GRAND PRAIRIE, TX 75052-4000

STATE OF CALIFORNIA COUNTY OF RIVERSIDE

Subscribed and sworn to (or affirmed) before me on this July (month), day of _ (year), by Anthony Gomez, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

(Signature of Notary)

(Seal of Notary)

A CERTIFIED COPY.

MARY LOUISE GARCIA, County Clad Tarrant County, Texas

Page 1 of 1

ALBAR BLACK Commission # 1826090 Notary Public - California Reverside County

My Gomm Expires Dec 8, 2012

Case 4:11-cv-00446-Y Document 19 Filed 09/29/11 Page 1 of 1 PageID 53

IN THE UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF TEXAS FORT WORTH DIVISION

ABOSEDE A. EBOWEME \$
\$
VS. \$ CIVIL ACTION NO.: 4:11-CV-446-Y
\$
GMAC Mortgage, et al. \$

FINAL JUDGMENT

Pursuant to the Court's order entered this same day and Federal Rule of Civil Procedure 41(a), all claims in the above-styled and -numbered cause are DISMISSED WITHOUT PREJUDICE. All costs under 28 U.S.C. § 1920 shall be taxed against the party that incurred them.

SIGNED September 29, 2011.

TERRY R. MEANS

UNITED STATES DISTRICT JUDGE

